2026

BALTIC PRIVATE M&A DEAL POINTS STUDY

ESTVCA / ESTONIAN PRIVATE EQUITY AND VENTURE CAPITAL ASSOCIATION

LVCA LATVIAN PRIVATE EQUITY AND VENTURE CAPITAL ASSOCIATION

LTVCA Lithuanian Private Equity and Venture Capital Association

SORAINEN Ellex TEGOS WALLESS

COBALT EVERSHEDS SUTHERLAND TRINITI TALLINN RIGA VILNIUS

TRANSACTIONS ANALYSED

The study analyses 198 private M&A transactions completed during the two-year period April 2024–March 2026.

This study compares the results to the previous studies carried out in 2024 and 2022.

The transactions included in the survey have the following characteristics:

No additional limitations were applied regarding deal value, the nature of the parties or the target, or the sale procedure of the transaction.

Only M&A transactions were covered – i.e. acquisitions or mergers of businesses via share or asset transactions, corporate statutory mergers, or in any other way – excluding, however, fundraisings and joint ventures that did not trigger transfer of control.

Only Baltic transactions were studied, i.e. M&A transactions involving targets operating in one or more of the Baltic States: namely, Estonia, Latvia and Lithuania.

The transactions had a deal value of at least EUR 1 million and were completed during the period April 2024–March 2026.

The study focuses on private M&A transactions, i.e. excluding takeovers of publicly listed companies, as well as venture capital or other minority investments.

THE NINTH EDITION OF THE BALTIC PRIVATE M&A DEAL POINTS STUDY HAS BEEN CONDUCTED UNDER THE AUSPICES OF:

The Estonian Private Equity and Venture Capital Association

The Latvian Private Equity & Venture Capital Association

The Lithuanian Private Equity and Venture Capital Association

TOGETHER WITH CONTRIBUTIONS FROM THE FOLLOWING BALTIC M&A LAW FIRMS AND ALLIANCES:

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TEGOS

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TRINITI TALLINN RIGA VILNIUS

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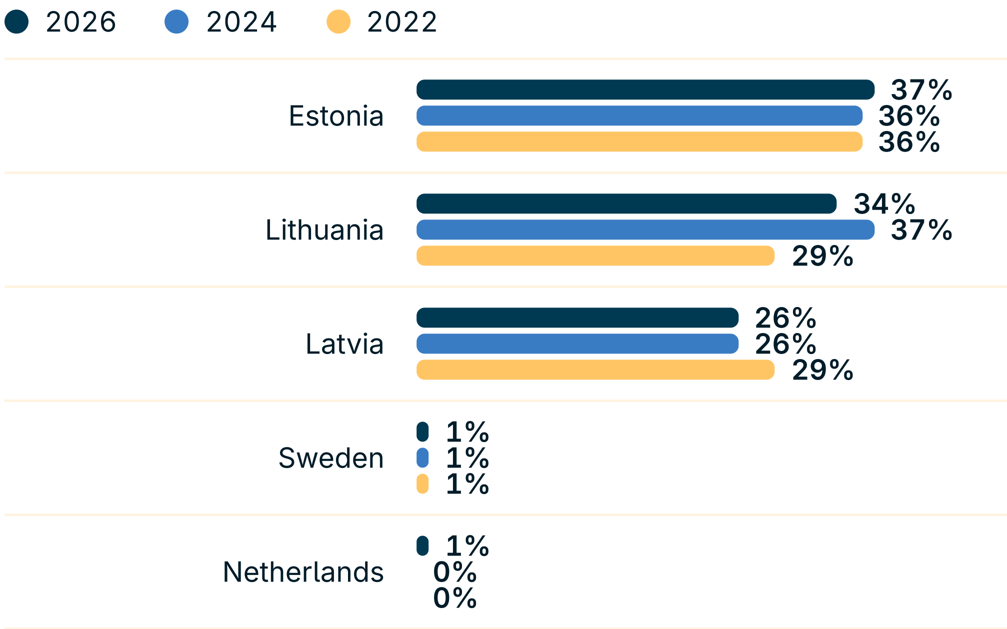
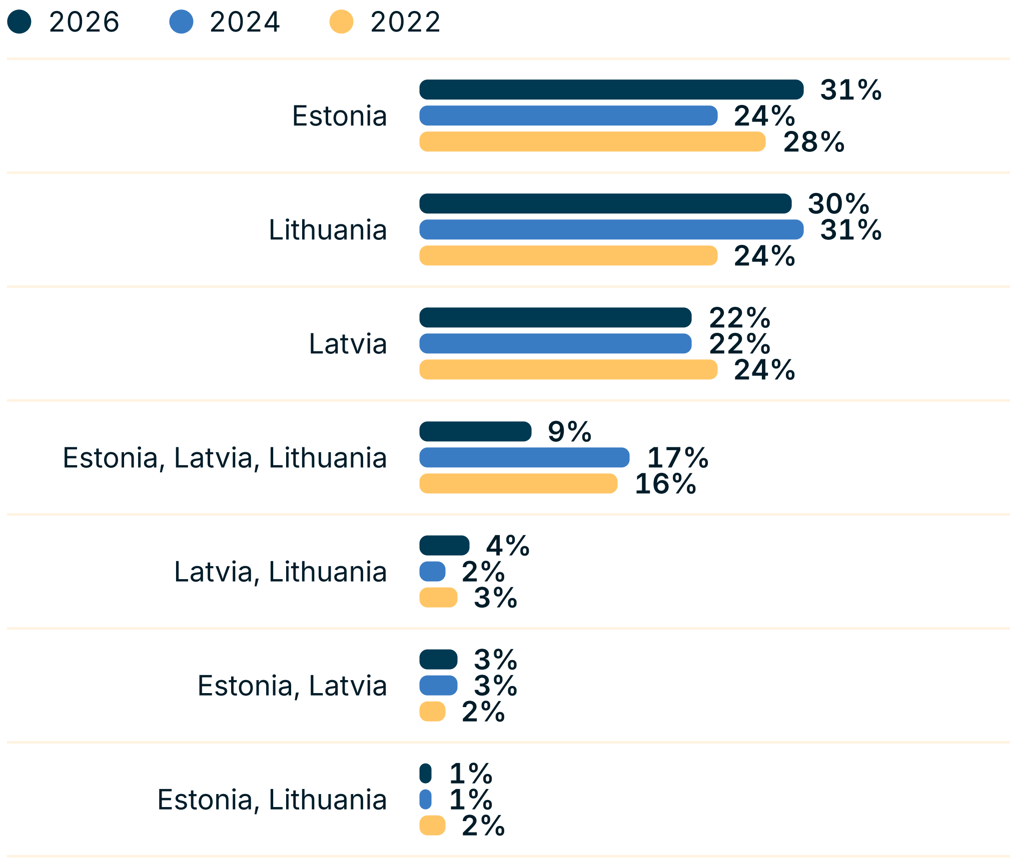
THE PARTIES

COUNTRY OF THE TARGET'S HEAD OFFICE



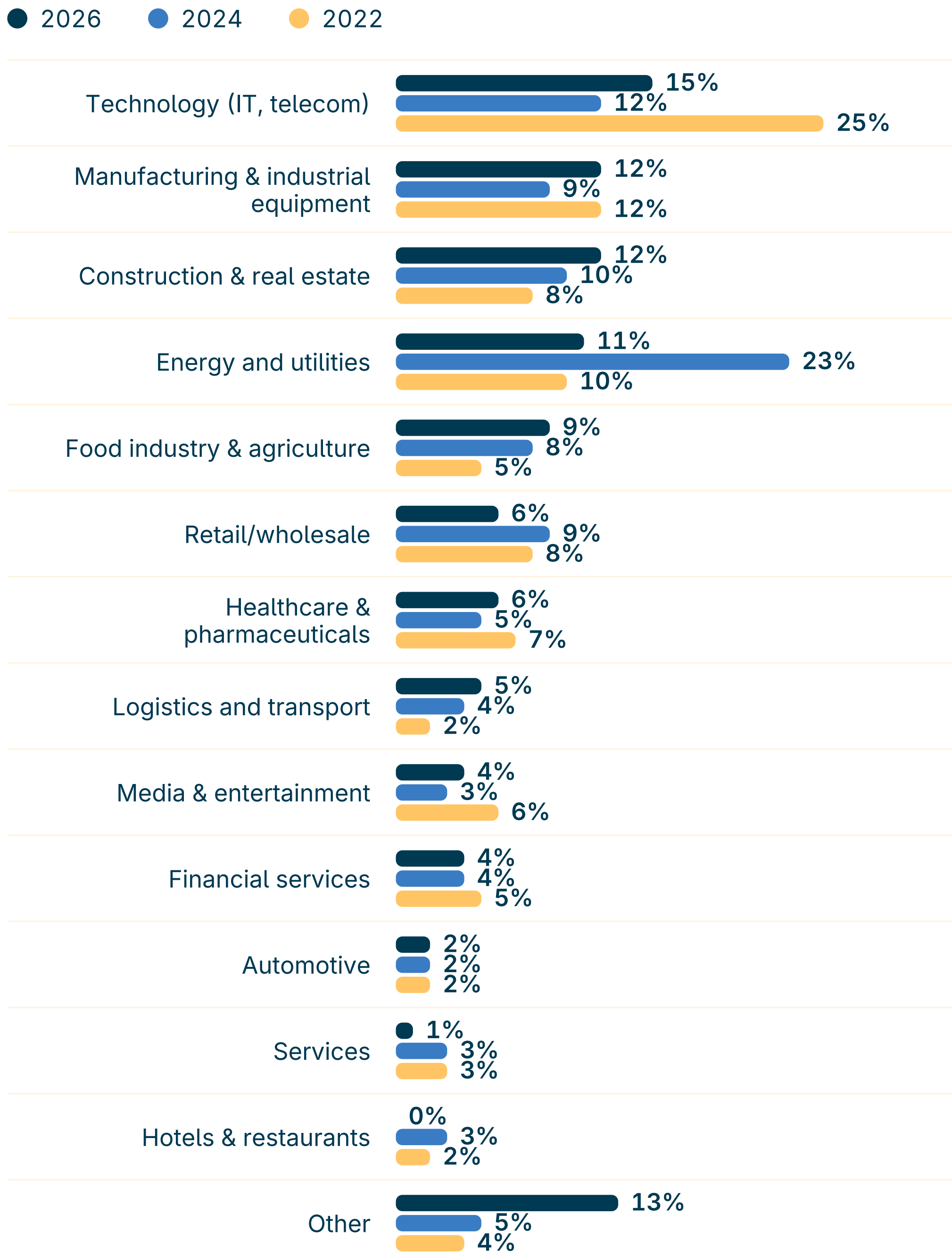
Consistent with prior periods, targets in the submitted transactions were predominantly headquartered in the Baltics, with Estonia accounting for 37%, Lithuania for 34% and Latvia for 26%.

BALTIC STATES WHERE THE TARGET OPERATES



As in previous periods, most Targets operate in only one Baltic country. The share of Targets operating across all three Baltic states has decreased significantly compared to previous periods.

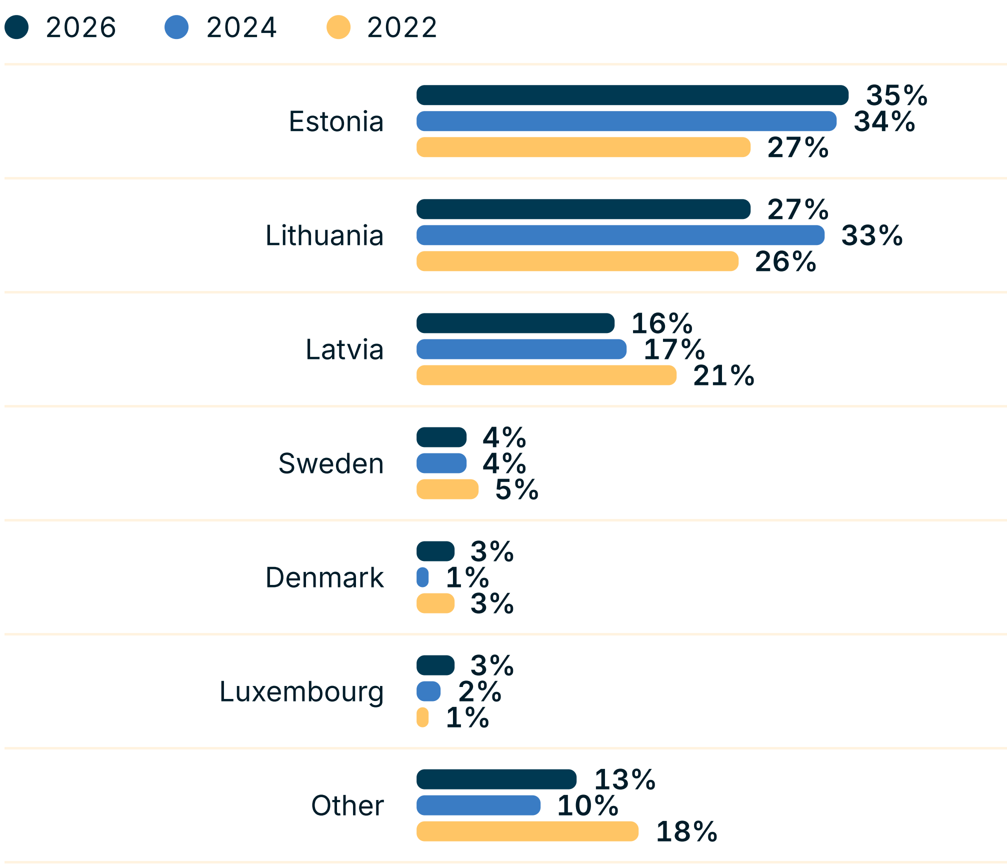
TARGET'S MAIN SECTORS



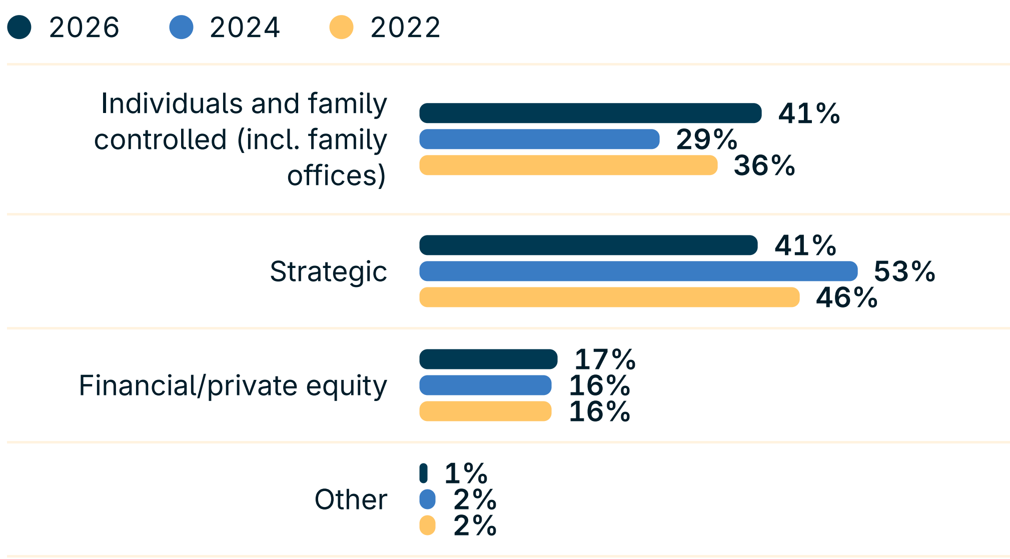
Technology (IT and telecom) has regained its position as the most active M&A sector, accounting for 15% of all analysed transactions.

The energy sector's decline likely reflects reduced activity amid considerable political uncertainty about the future. The food and agriculture sector continues to trend upward.

COUNTRY OF THE SELLER



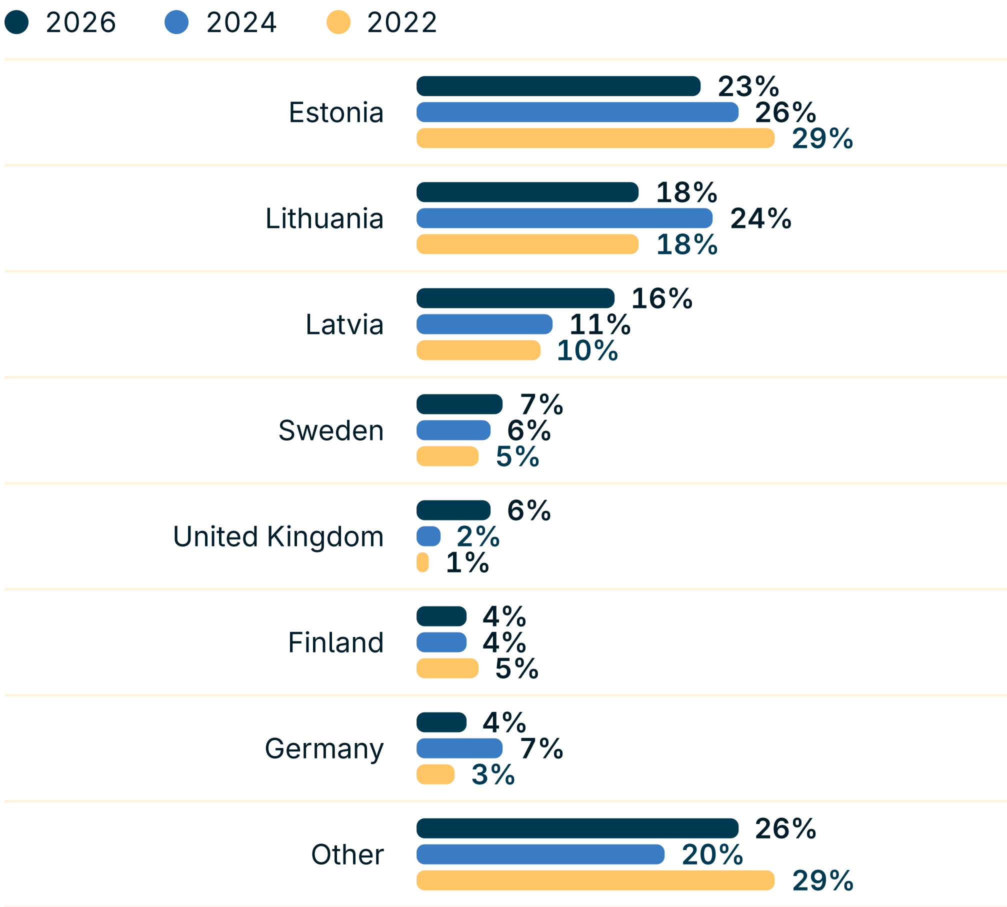
NATURE OF THE SELLER



Sellers located in the Baltic states continue to dominate the market, while Nordic sellers remain the most active among foreign counterparties.

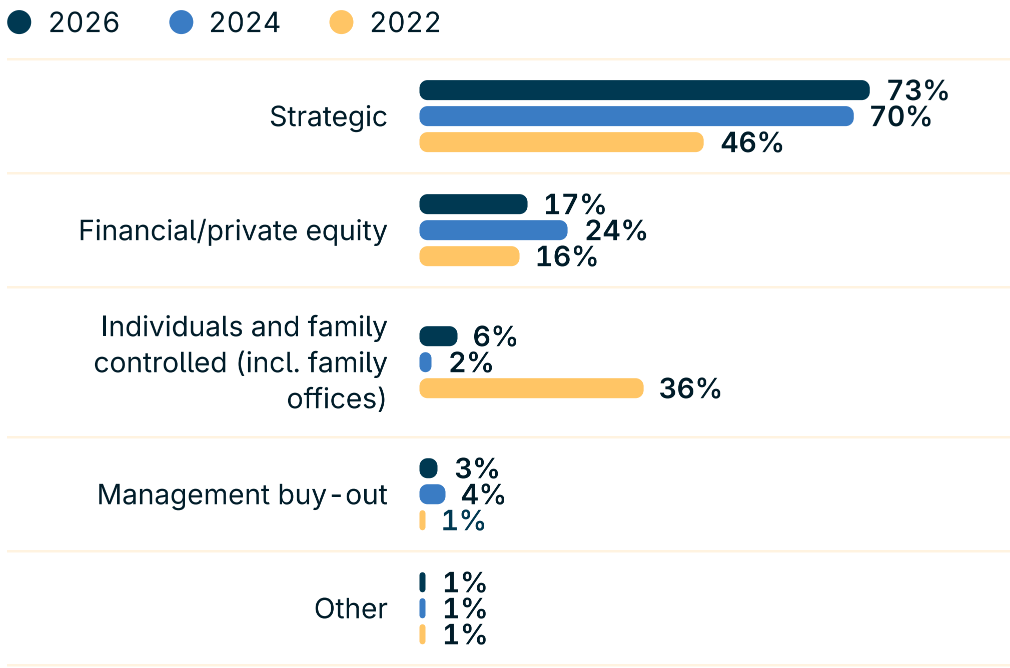
While exits by strategic investors were the main driver during the previous two-year period, exits by individuals and family-controlled sellers are trending upwards, with both groups now accounting for an equal 41% share of the market, indicating an increasing generational shift in the Baltics.

COUNTRY OF THE BUYER'S HEAD OFFICE



As in previous periods, Estonian buyers remain the most active based on the reviewed transactions. Among foreign investors outside the Baltics, Swedish and British investors stand out for their higher activity levels.

NATURE OF THE BUYER

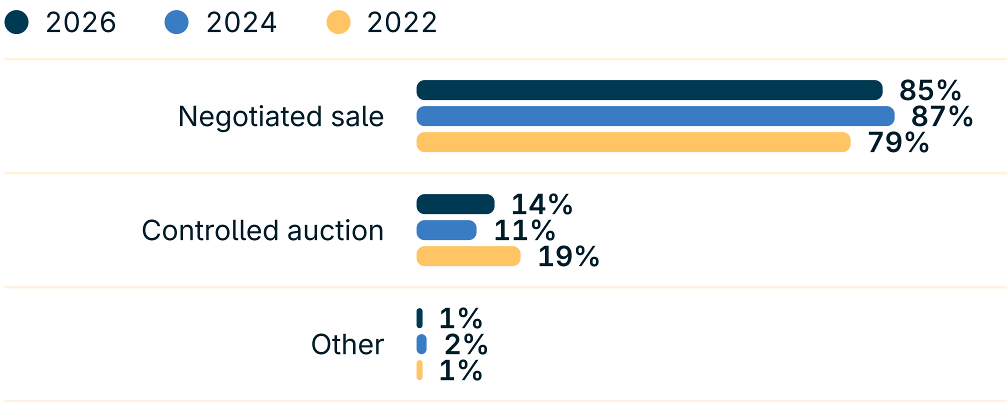


Strategic investors as Buyers continue to dominate the Baltic M&A market.

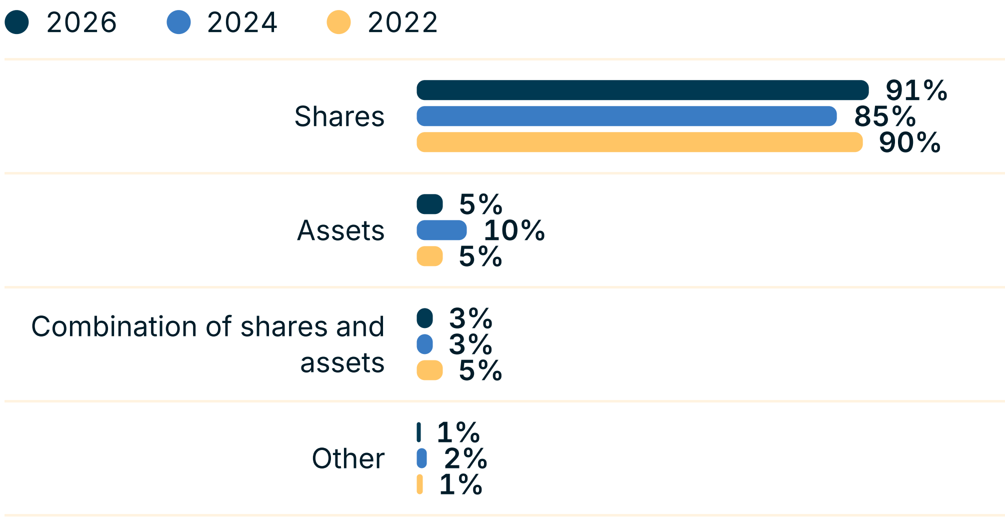
SALES PROCESS AND FORM OF TRANSACTION

General transaction characteristics

NATURE OF THE SALES PROCESS



FORM OF TRANSACTIONS

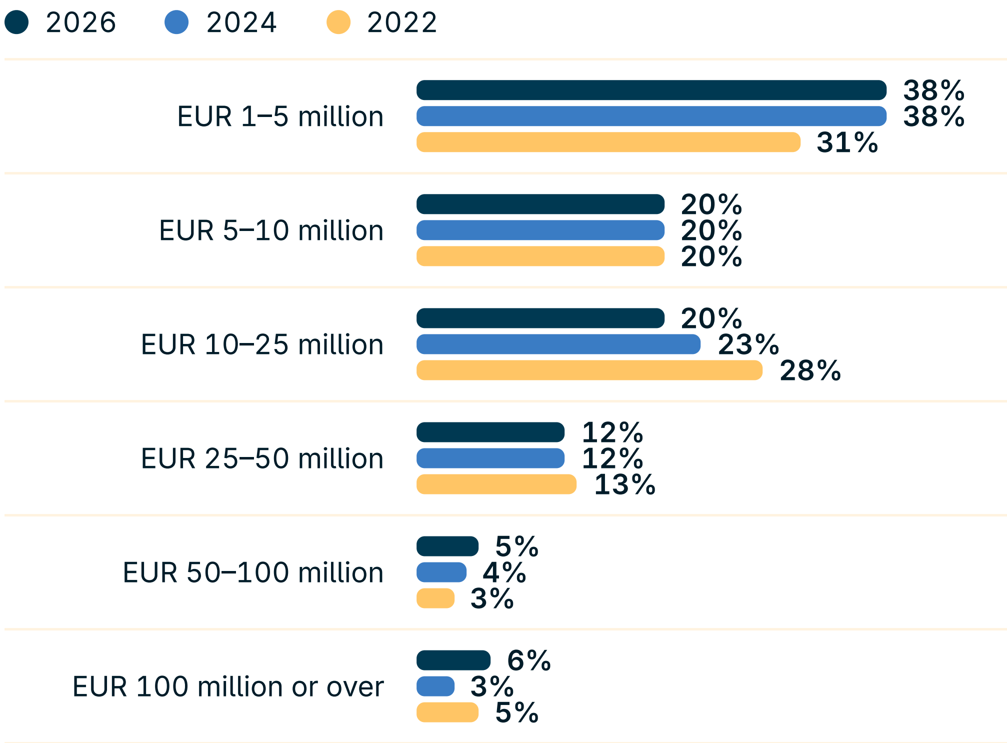


As in previous periods, negotiated sales continue to dominate the Baltic market over controlled auctions, and 91% of all transactions are share deals.

TRANSACTION VALUE AND PAYMENT

General transaction characteristics

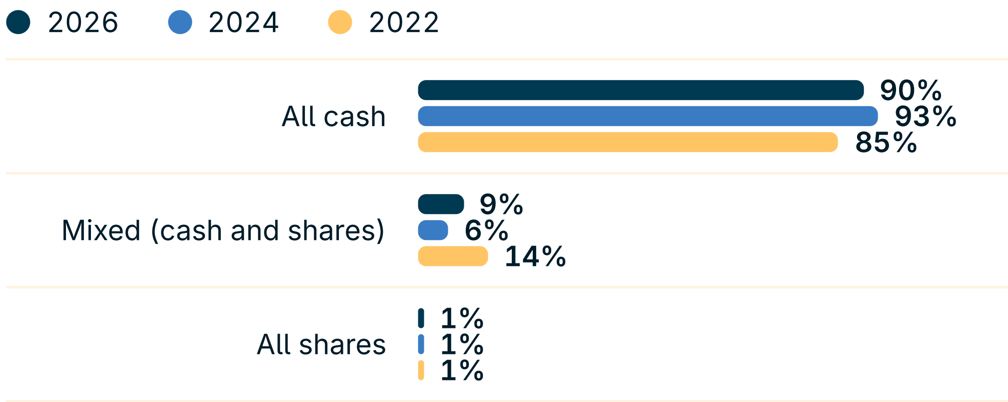
TRANSACTION VALUE



The value of median M&A transactions has remained at the same level as previous periods, as 58% of the transactions were under EUR 10 million.

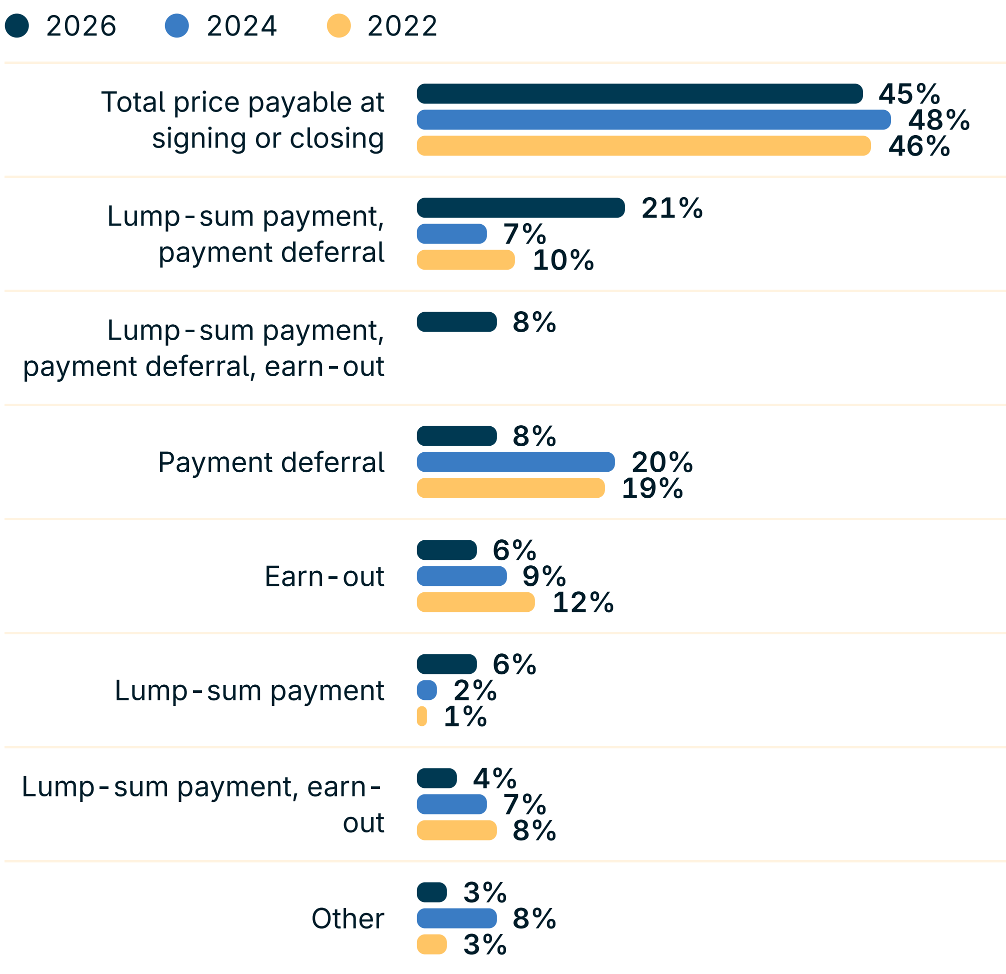
The share of megadeals (over EUR 100 million and EUR 50–100 million) is showing an upward trend again.

FORM OF CONSIDERATION

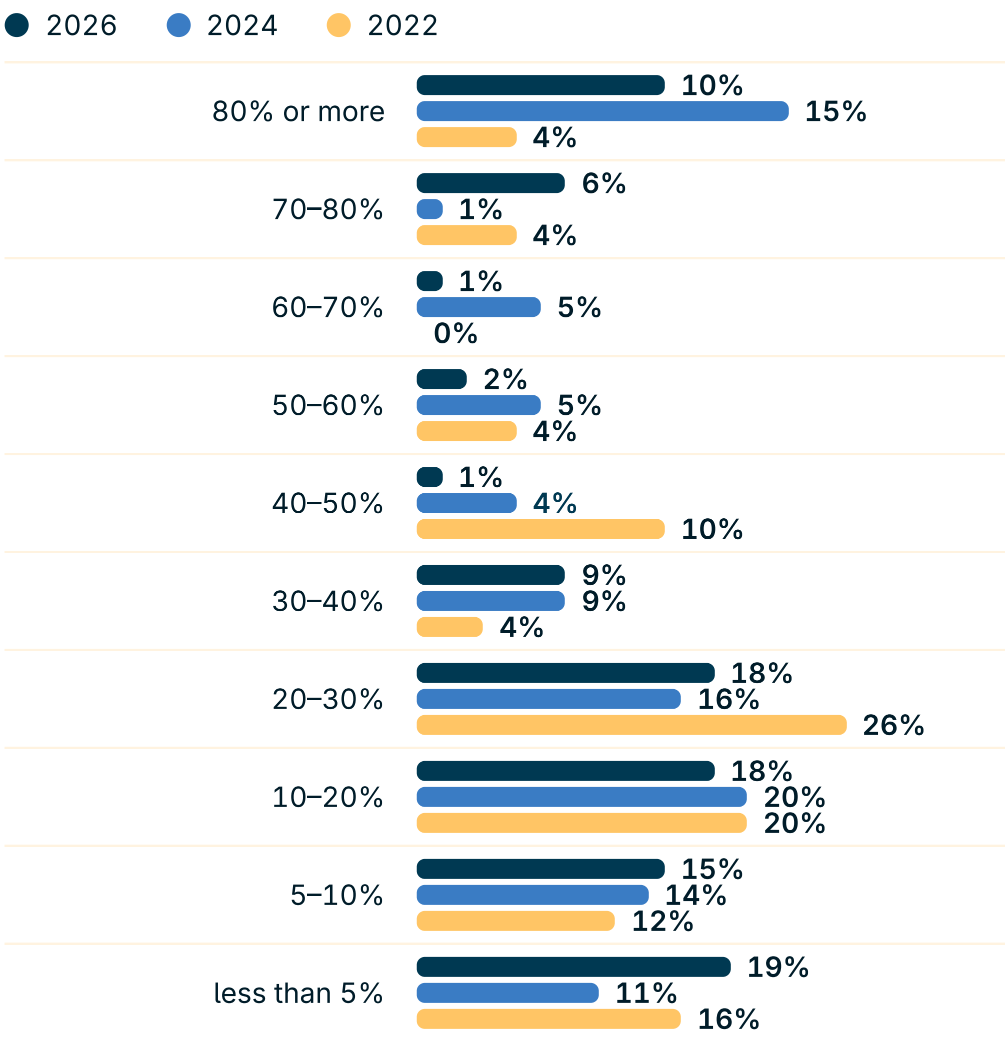


Similar to previous studies, the vast majority of the transactions involve cash considerations.

PAYMENT TERMS

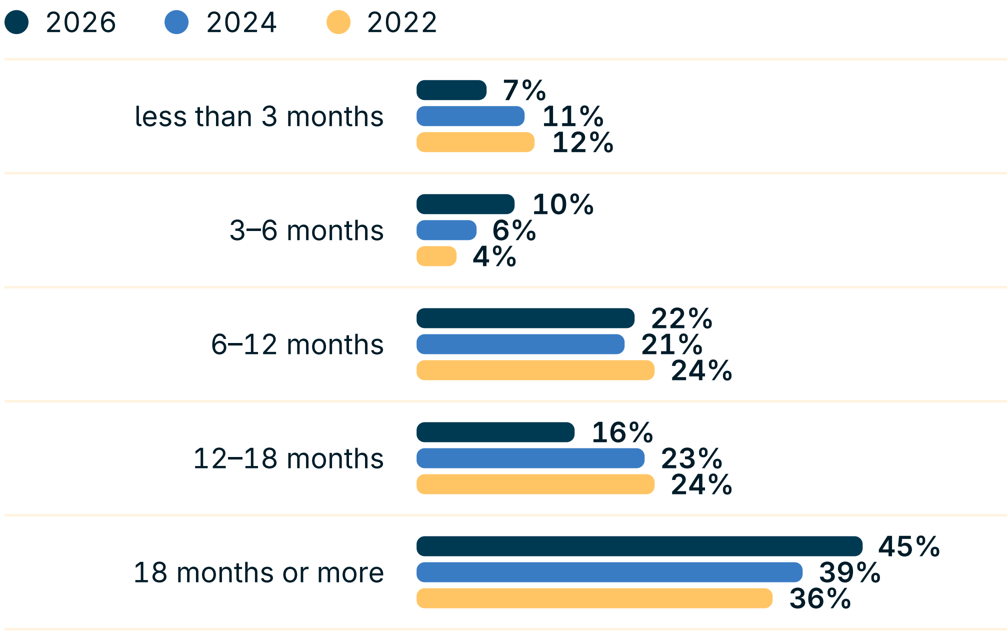


PERCENTAGE OF PRICE DEFERRED (IF DEFERRED)



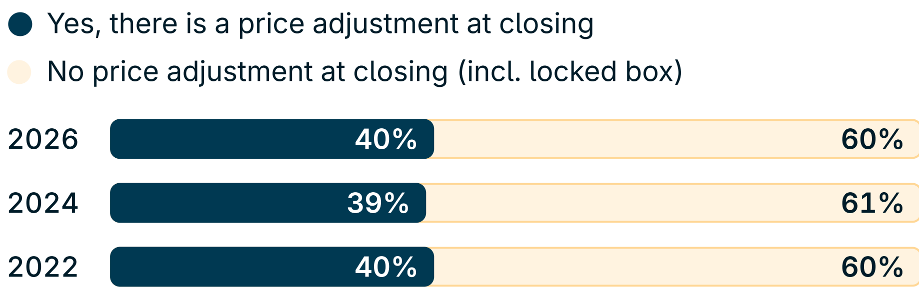
"Total price payable at signing or closing" continues to be the most common choice; however, it is not unusual for payment terms to include partially deferred purchase price and earn-out calculation. When used, the deferred amount stayed roughly the same as in previous studies.

LENGTH OF DEFERRAL



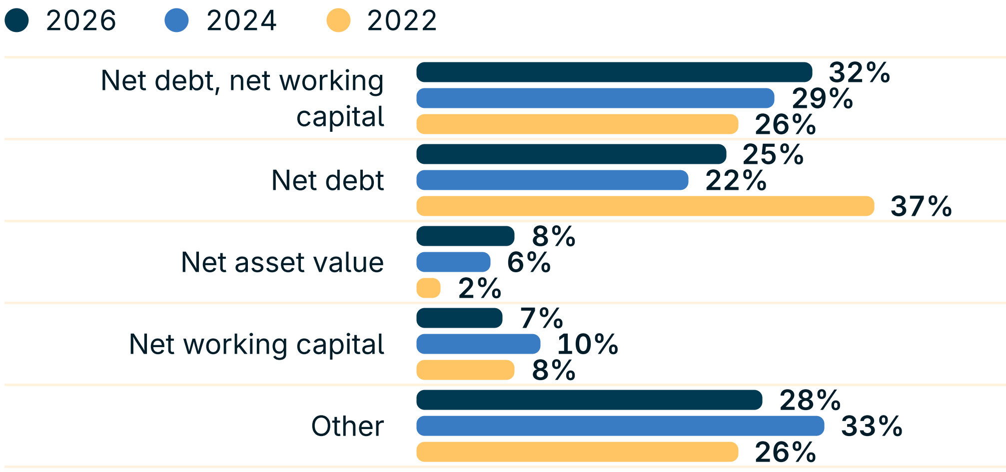
The length of the deferral period, however, tended to increase, with almost half of deferrals now extending to 18 months or more.

PRICE ADJUSTMENT AT CLOSING



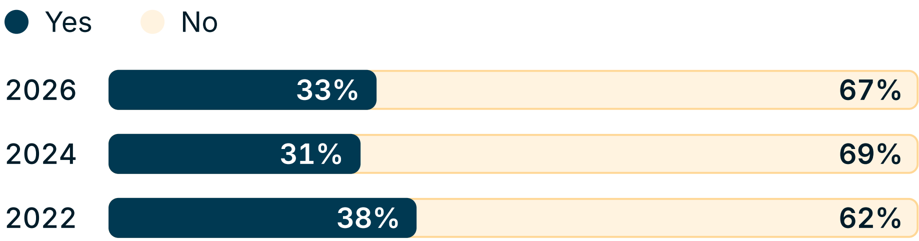
The price adjustment at closing remains at the same level as in previous periods.

WHAT WAS THE ADJUSTMENT BASED ON?

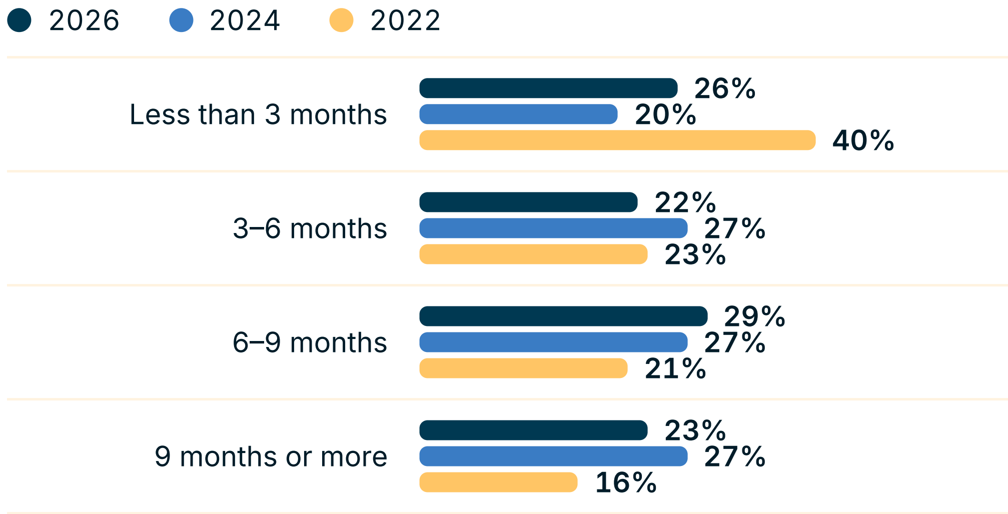


Similar to the previous study, over half of the price adjustments (if applied) are based on net debt and/or net working capital.

USAGE OF LOCKED BOX



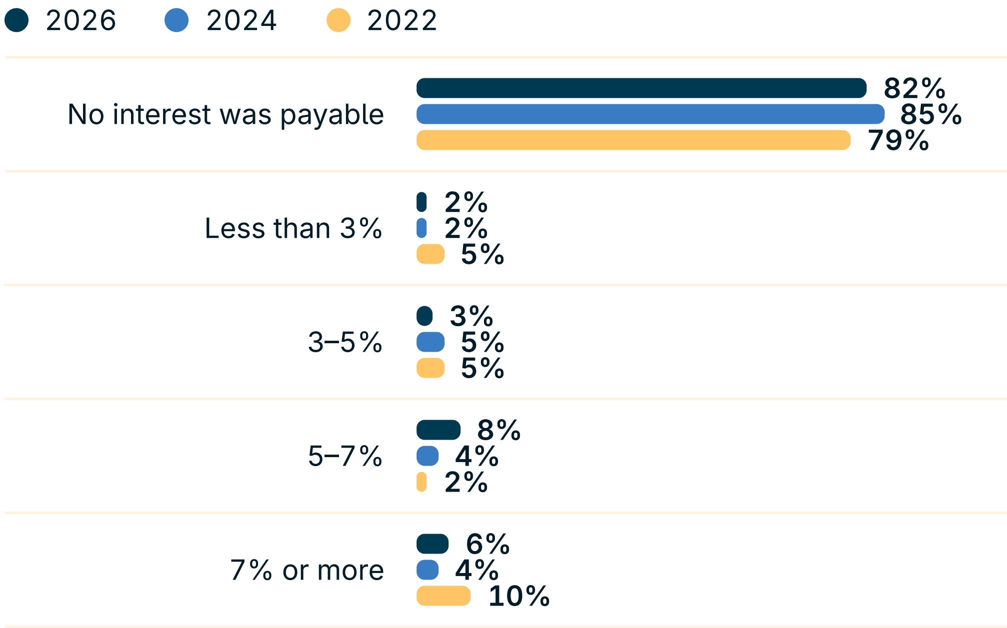
TIME BETWEEN THE LOCKED-BOX DATE AND THE CLOSING DATE



As in previous studies, the locked-box mechanism was used in about a third of the transactions.

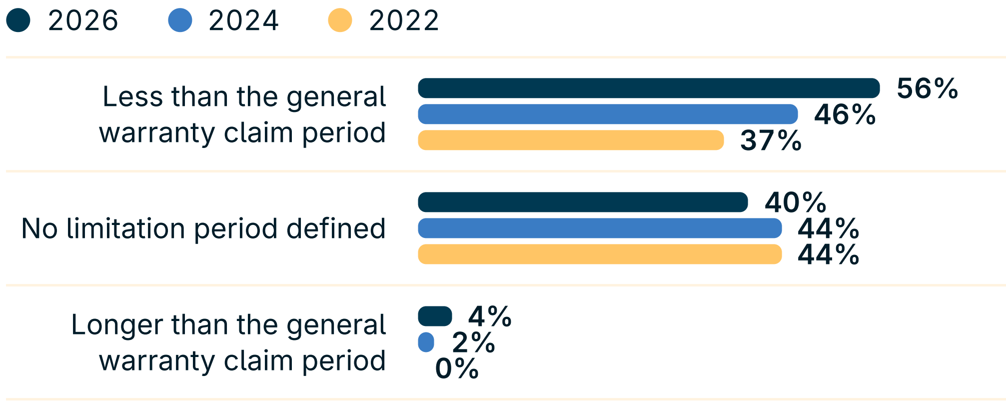
There is no clear market standard for the time between the locked-box date and the closing date, with responses spread almost evenly across all four timeframes.

ANNUAL RATE OF INTEREST PAID FROM THE LOCKED BOX DATE TO THE CLOSING DATE



In the vast majority of locked box arrangements, no interest rate was applied. However, where an interest rate was applied, it was 5% or higher in most of those transactions.

TIME PERIOD WHEN LEAKAGE CAN BE CLAIMED BY THE BUYER

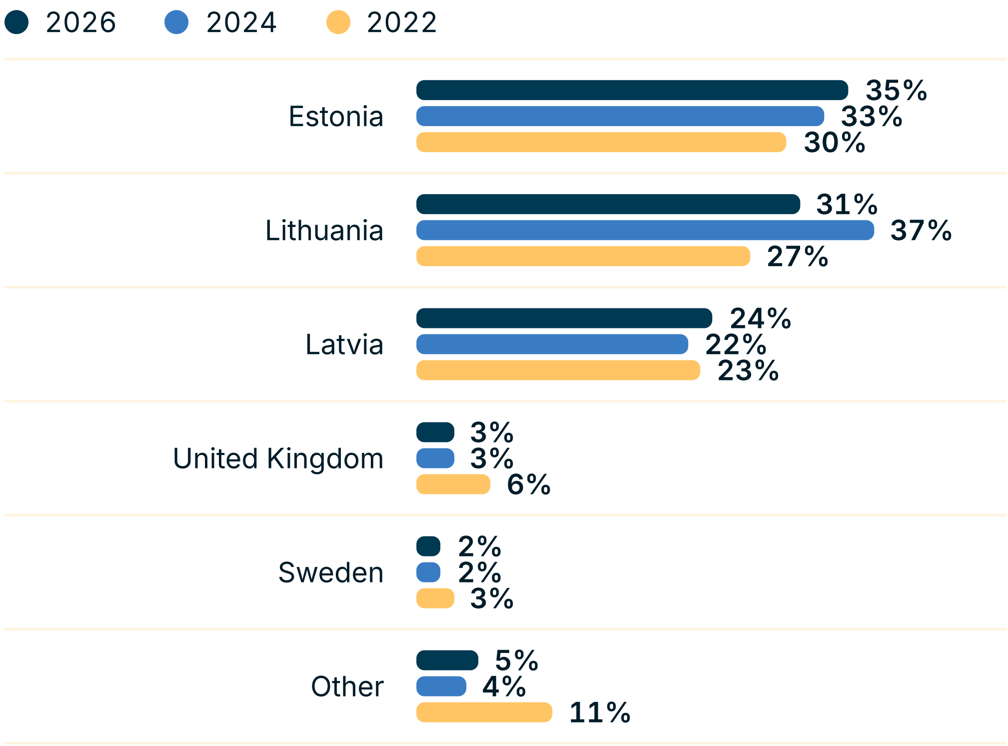


As in the previous period, no limitation period was defined for claims of leakage in almost half of the cases. Where a limitation period was defined, it was shorter than the general warranty claim period in over half of those instances.

GOVERNING LAW AND DISPUTE RESOLUTION

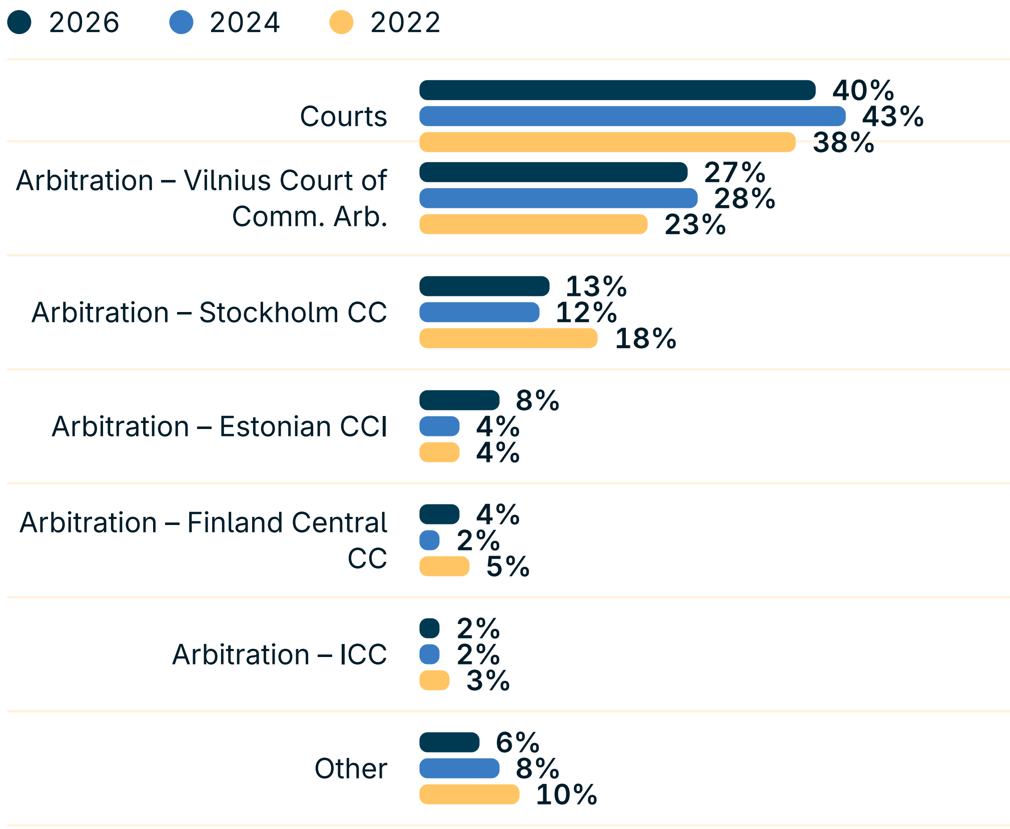
General transaction characteristics

TRANSACTION GOVERNING LAW



Similar to previous studies, most Baltic M&A transactions are governed by the local laws of the Baltic countries.

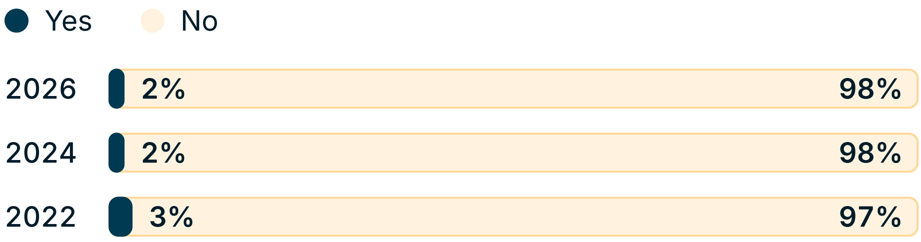
DISPUTE RESOLUTION MECHANISM



Arbitration continues to be preferred over courts in Baltic M&A transactions. Vilnius Court of Commercial Arbitration continues to be by far the arbitration institution used most within the Baltic countries, while Stockholm Chamber of Commerce is the preferred choice outside the Baltics.

DISPUTE RESOLUTION: EXISTENCE OF DISPUTES

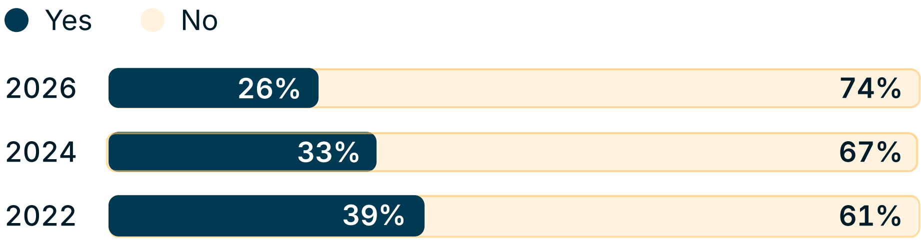
Did the transaction or the acquisition agreement give rise to any disputes?



The occurrence of M&A disputes remains rare. However, it is worth noting that limitation period for most of the reviewed transactions was not yet over by the time of conducting this study.

WARRANTIES

USAGE OF A DISCLOSURE LETTER

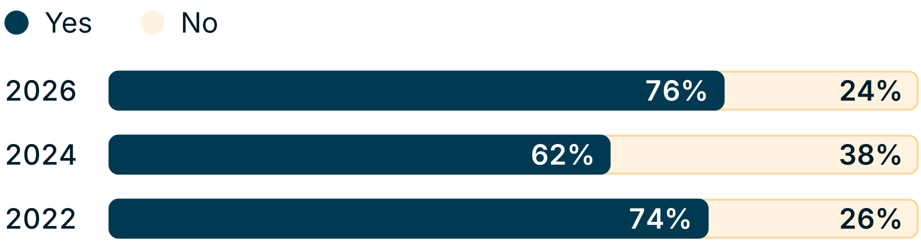


The use of a disclosure letter has continued to decline and is now used in only about a quarter of transactions, remaining far less common than in Anglo-American countries.

DUE DILIGENCE DISCLOSURES CONSIDERED GENERAL QUALIFICATION FOR WARRANTIES

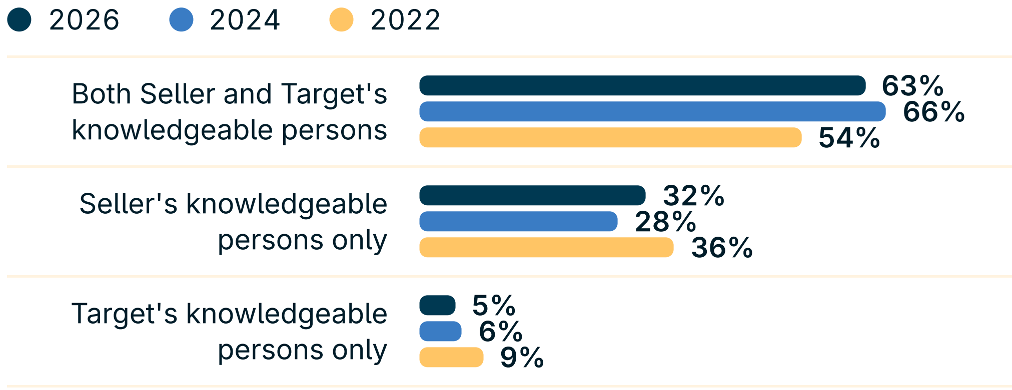
Instead of a disclosure letter, Baltic transactions use the "fair disclosure" principle, where due diligence disclosures are a qualification for warranties.

IS THERE A DEFINITION OF THE SELLER'S OR THE TARGET'S KNOWLEDGE?



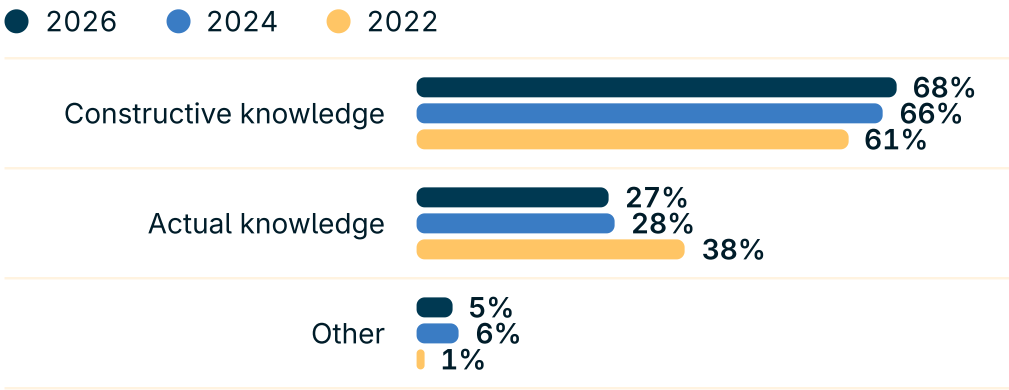
The Seller’s knowledge (for the warranty qualifications) is defined in approximately three-quarters of the analysed transactions.

WHOSE KNOWLEDGE DOES IT INCLUDE?

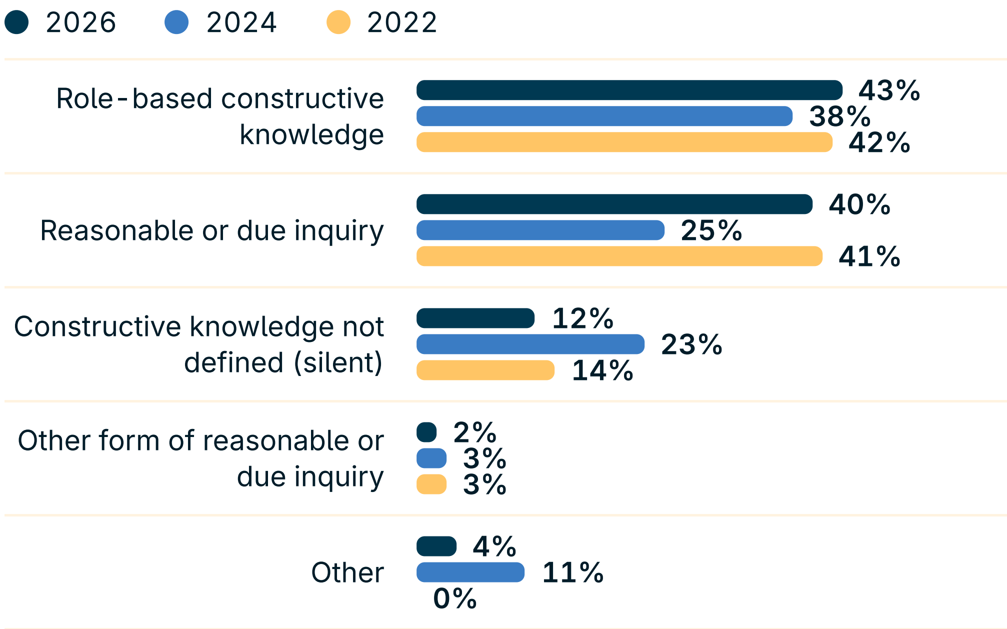


Where the Seller's knowledge is defined, using the knowledge of the Target's persons in addition to the Seller's persons remains the most commonly used approach.

STANDARD OF KNOWLEDGE



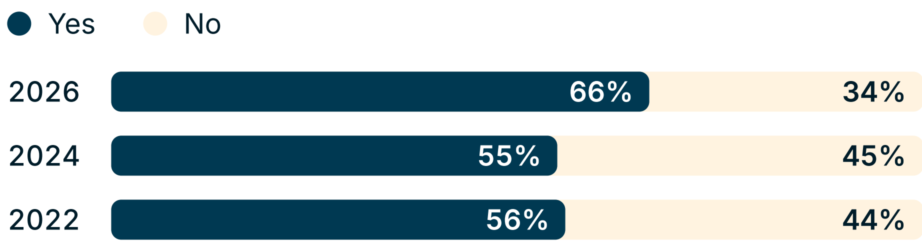
STANDARD OF CONSTRUCTIVE KNOWLEDGE



Constructive knowledge continues to be increasingly used as a definition of 'knowledge' and remains the most commonly used approach.

Where constructive knowledge is used, role-based knowledge serves as the primary standard, though a reasonable or due inquiry approach is used almost as frequently.

FULL DISCLOSURE WARRANTY BY THE SELLER OR TARGET

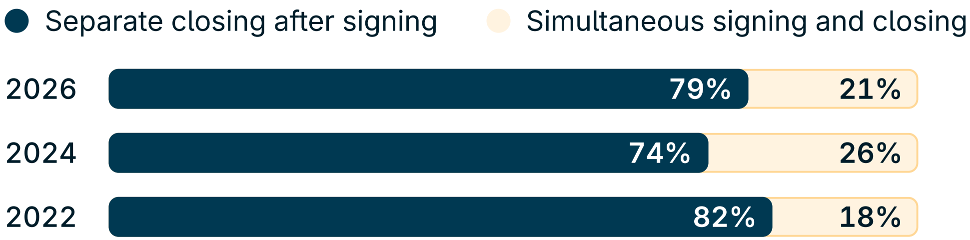


The use of a full-disclosure warranty has become fairly standard practice, rising considerably from 55% to around 2/3 of transactions compared with previous periods.

CLOSING AND CONDITIONS PRECEDENT

SPLITTING SIGNING AND CLOSING

Timing of signing and closing



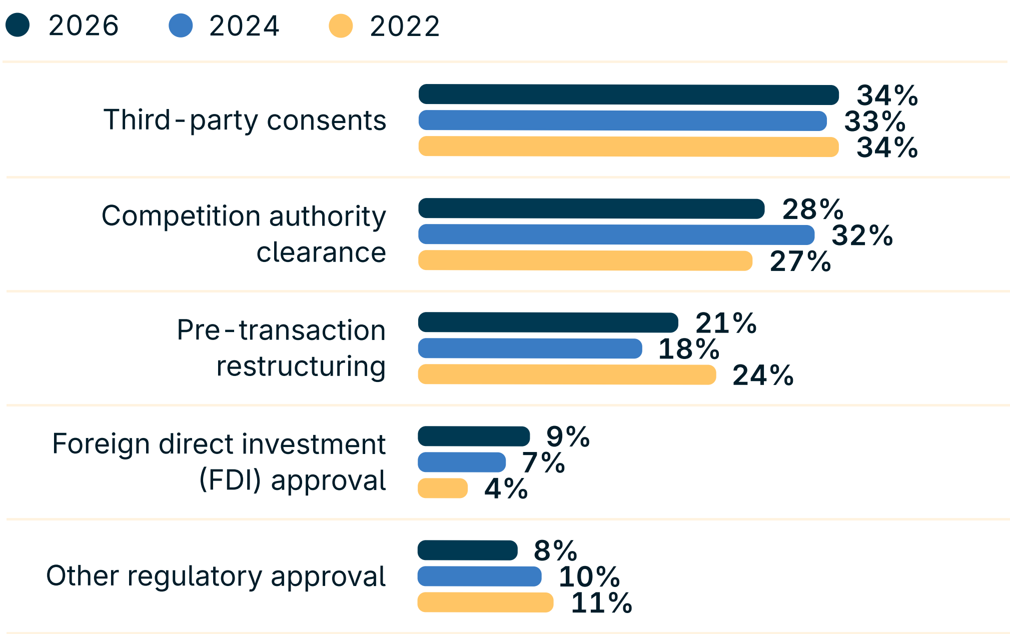
Does the closing or the closing date depend on the fulfilling of conditions precedent?

Similar to previous periods, closing is deferred in the vast majority of transactions.

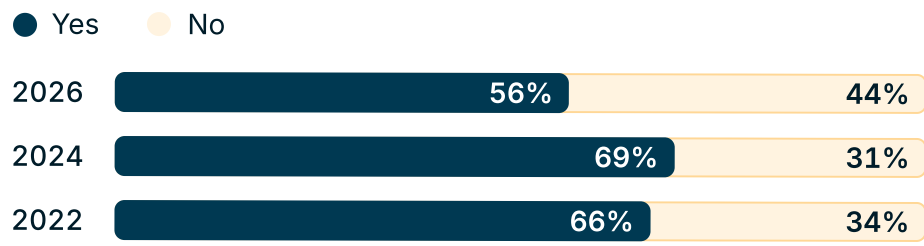
In 78% of the transactions, where signing and closing were separated, closing is not only deferred but also subject to agreed-upon conditions precedent.

CONDITIONS PRECEDENT

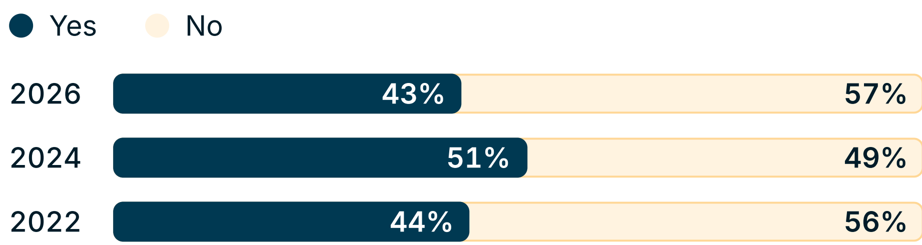
Reasons for splitting signing and closing



Is the closing subject to accuracy of representations?



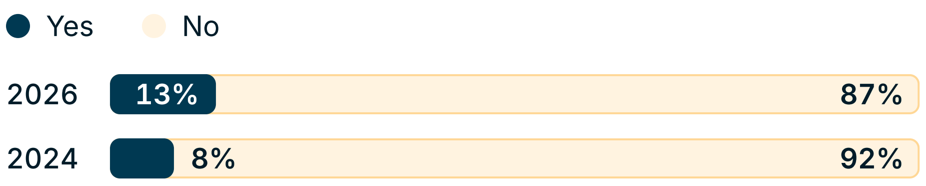
MAC (“material adverse change”)/MAE (“material adverse effect”) clause



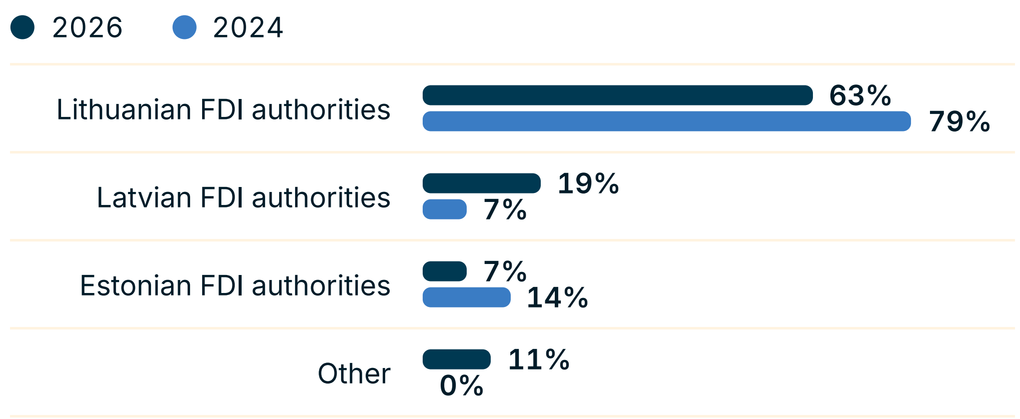
As in previous periods, third-party consent and competition authority clearance are the main reasons for splitting signing and closing. Approval by FDI authorities continues to trend upwards.

In almost half of the cases, the closing was not subject to the accuracy of warranties. MAC/MAE conditions were used in less than half of the analysed transactions.

WAS THE TRANSACTION SUBJECT TO APPROVAL BY FDI AUTHORITIES?



IF YES, WHICH FDI AUTHORITIES?

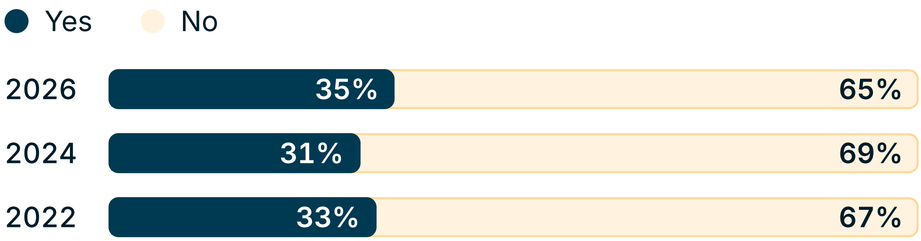


The share of transactions subject to approval by FDI authorities rose slightly, as states continue to expand the scope of FDI approval requirements.

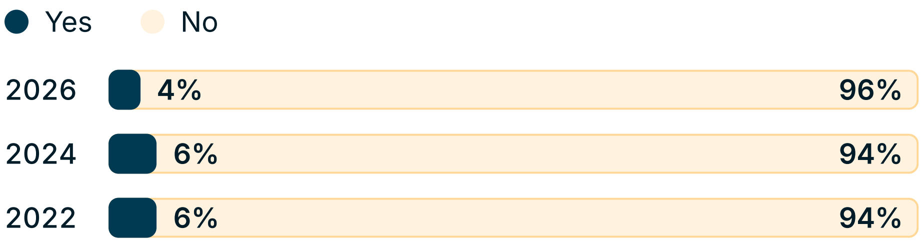
As in the previous period, Lithuanian FDI approval was required in more than half of the transactions, while the share requiring Latvian FDI approval also increased significantly. This also reflects the scope of FDI control in the respective Baltic countries.

COMPETITION CLEARANCE

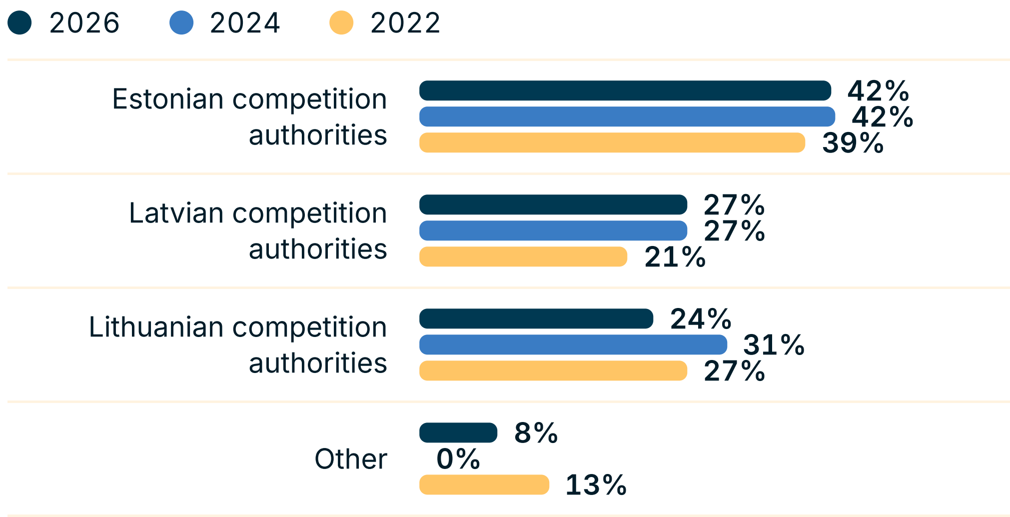
Was the transaction subject to approval by competition authorities?



Hell or high water clause



Competition authorities

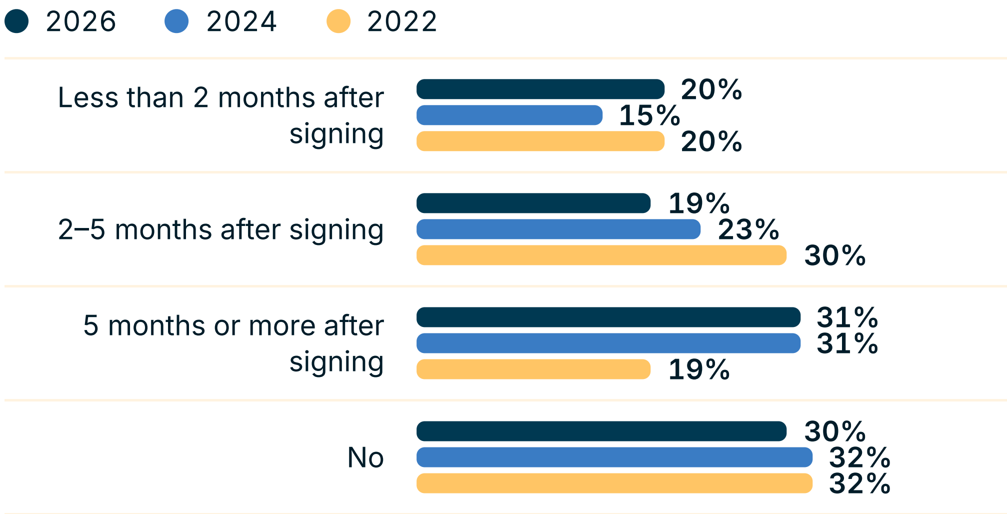


If merger clearance is needed, the most common jurisdictions are still largely in line with Target's headquarters. The larger share of Estonian competition authorities is also likely connected to Estonia's lower turnover thresholds for merger notifications.

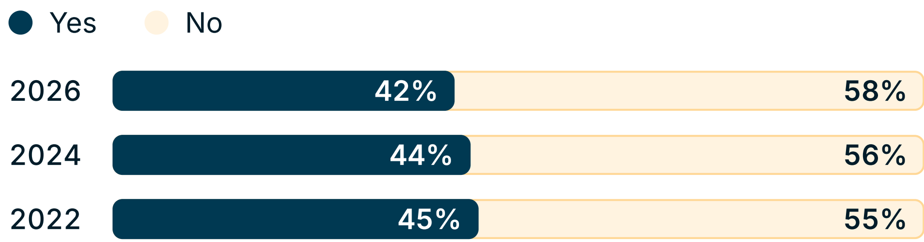
A "hell or high water" clause is rarely used.

LONG STOP DATE

Was a long stop date used, and if yes, how long was the period?



Is there a break fee or exit penalty?



The use of the long stop date has remained quite similar across the periods analysed, with two-thirds of the transactions using it. The most commonly used long stop period stayed at the same level of frequency as in the previous period.

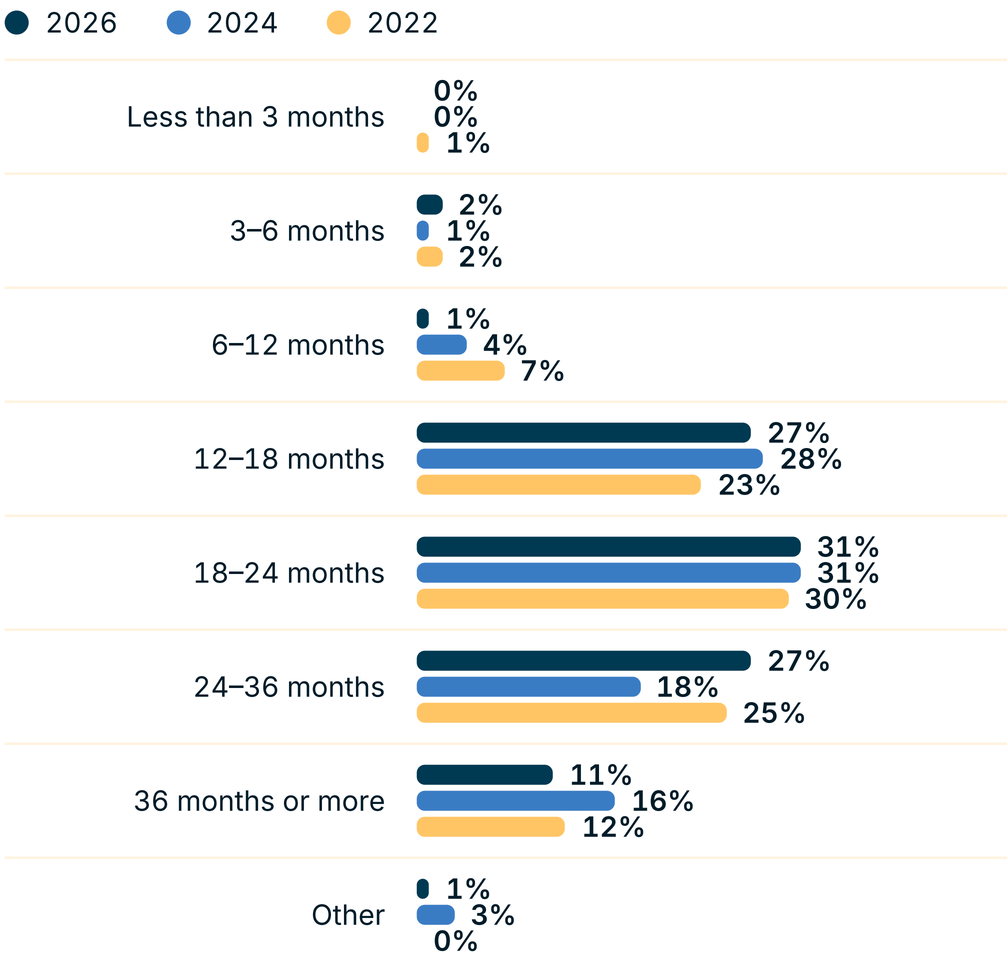
A break fee (for not meeting the long stop date) is used on almost half of the occasions.

LIABILITY AND INDEMNIFICATION

SURVIVAL OF WARRANTIES

Express definition of survival of warranties

Survival period

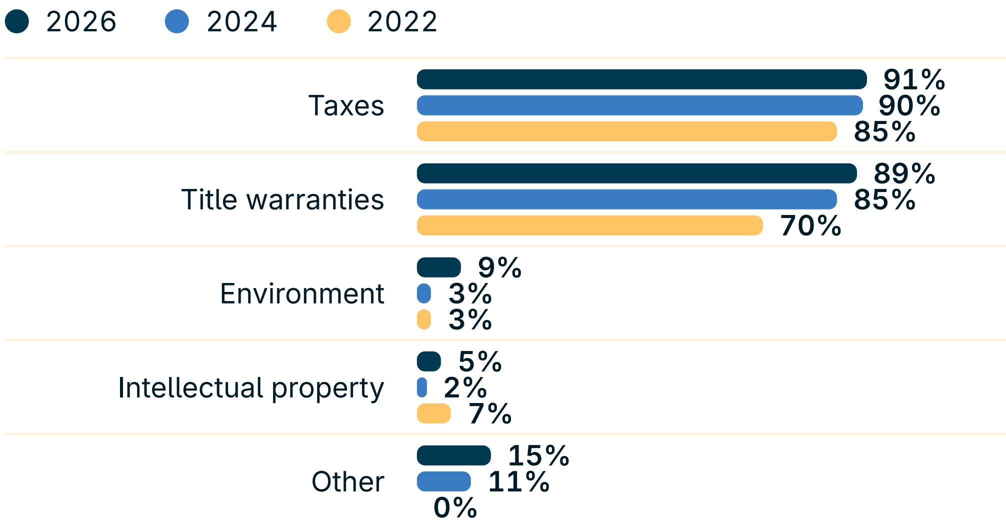


The survival period of warranties is defined and limited in the vast majority of transactions, with a median survival period of between one and two years.

SURVIVAL OF WARRANTIES CARVE-OUTS

Carve-outs to time limitations

Specific carve-outs



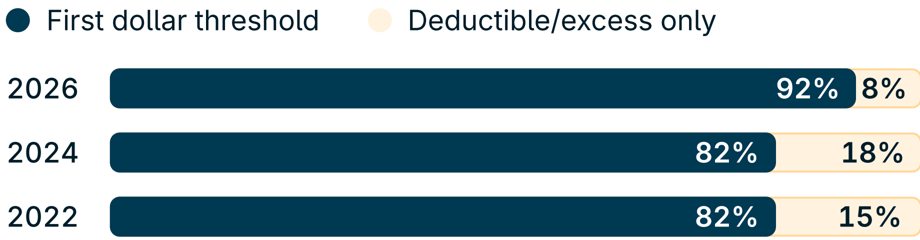
The use of carve-outs from the general time limitation on warranties continues a slight trend upwards.

Tax and title warranties remain the most common carve-outs from the general time limitation.

BASKETS AND THRESHOLDS

Baskets, de minimis or thresholds used for asserting claims under the warranties?

Excess only or first dollar threshold

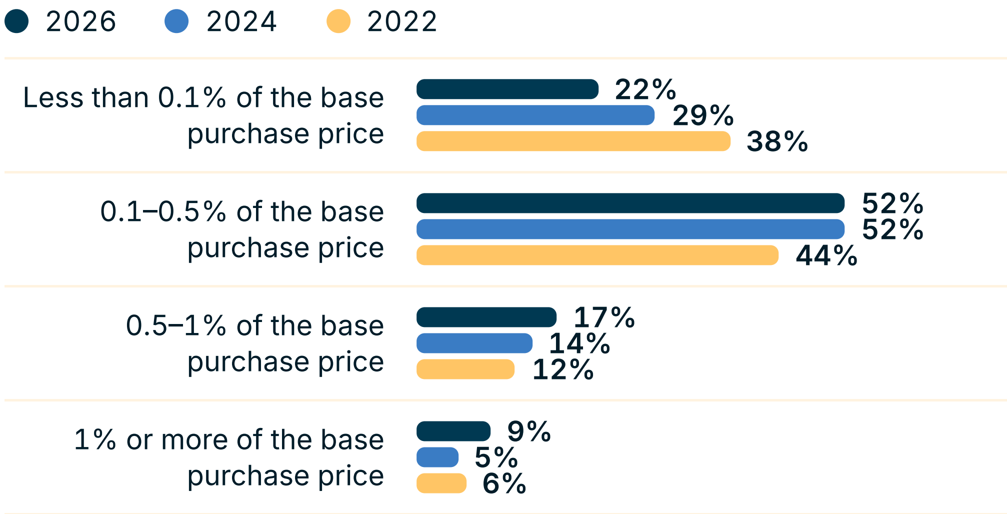


The use of baskets/thresholds remains a common practice.

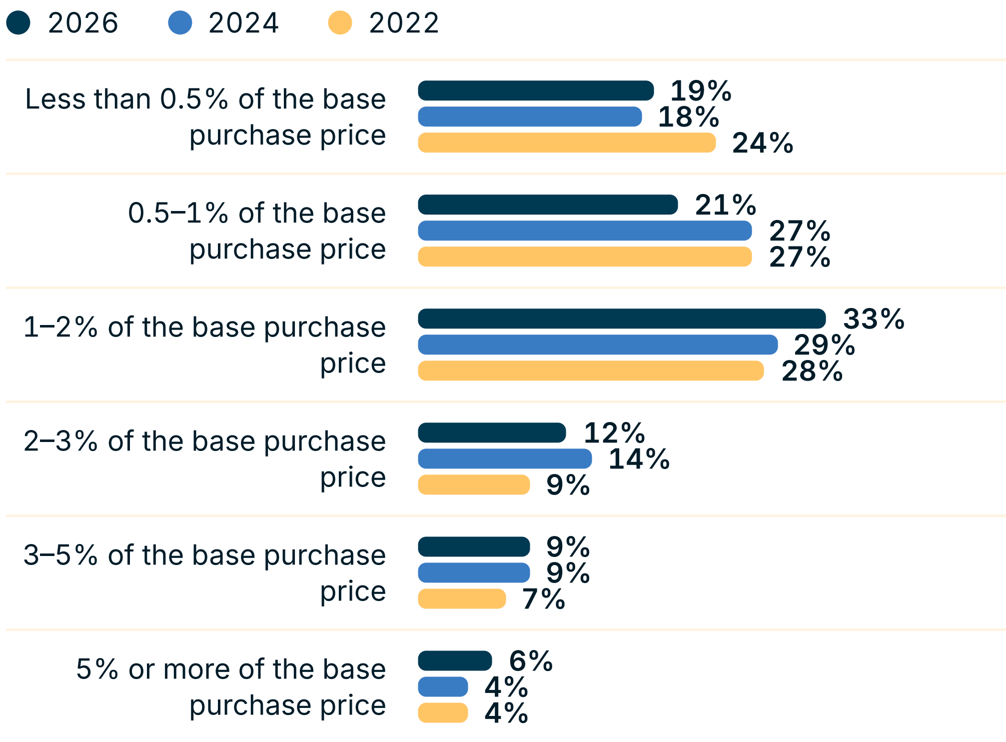
The market practice in the Baltics remains first dollar (not deductible) baskets/thresholds, consistent with all previous studies.

THRESHOLDS FOR CLAIMS AND BASKETS

Amount of threshold per claim



Amount of basket/threshold for the aggregate of all claims

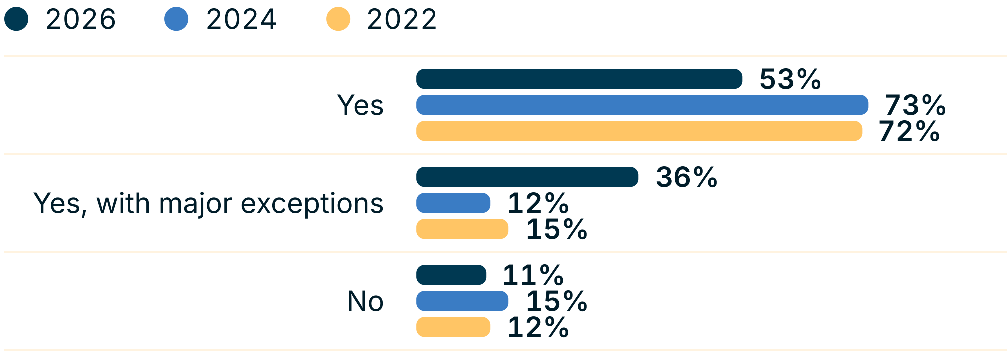


Where used, the claim threshold increased slightly relative to the purchase price, though it remains predominantly within the 0.1% to 0.5% range, with a slight upward trend.

The median for the claim's basket is around 1% to 2% of the purchase price.

OVERALL CAP ON LIABILITY

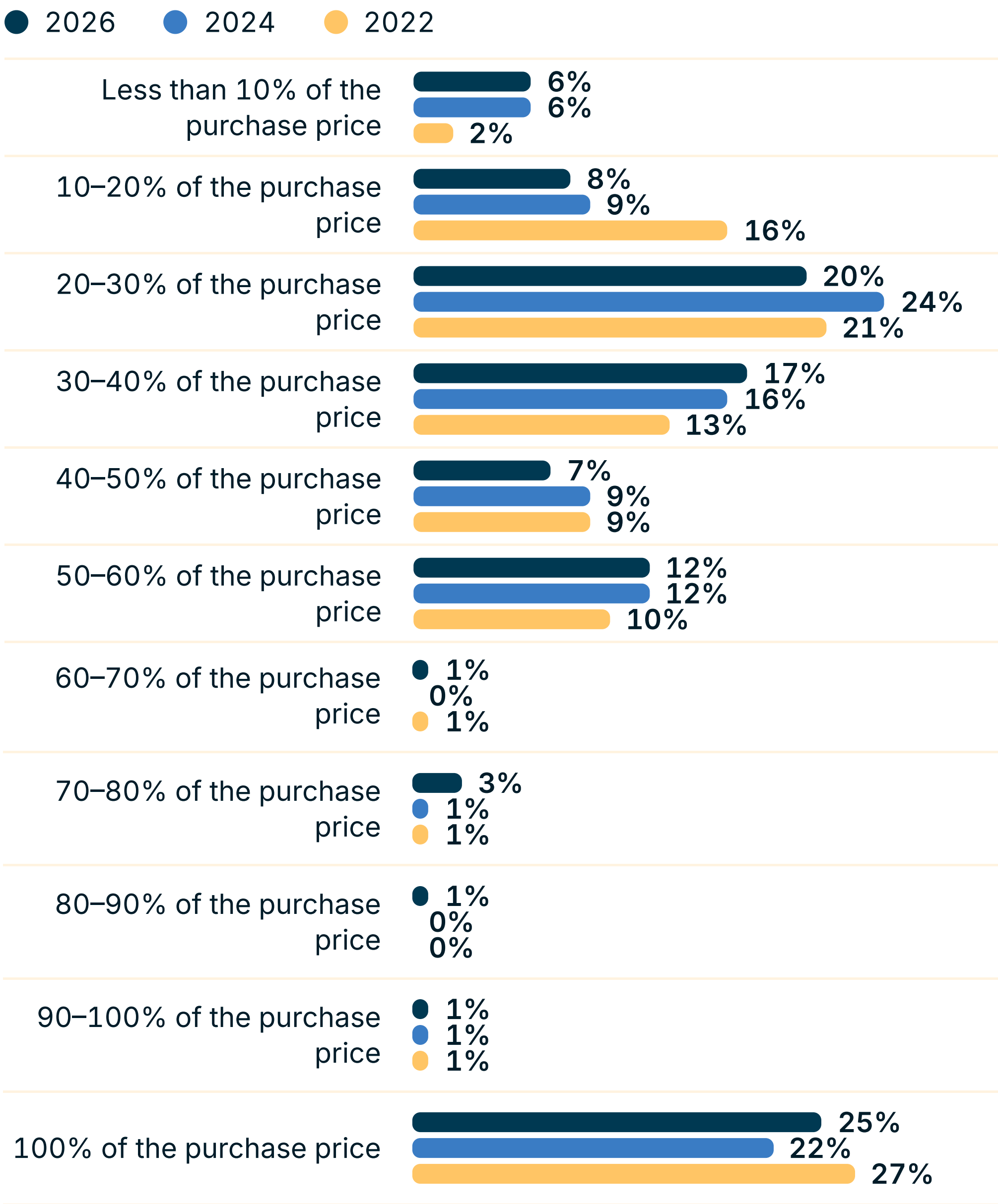
Is the Seller's liability for breach of the representations and warranties limited to a maximum total amount?



The liability cap continued to be prescribed, though the share of transactions with an unqualified cap has declined compared to previous periods, while the share prescribing the cap subject to major exceptions has risen significantly.

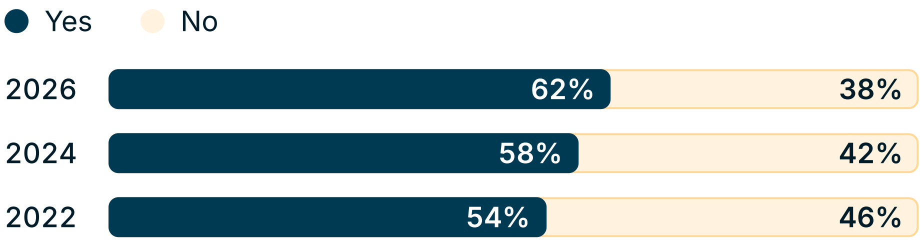
The overall liability cap was usually 100% of the purchase price or 20%-30% of the purchase price.

Amount of cap on liability

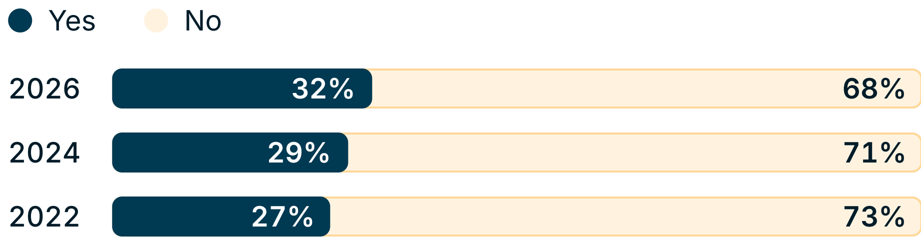


LOSS AND SPECIFIC INDEMNITIES

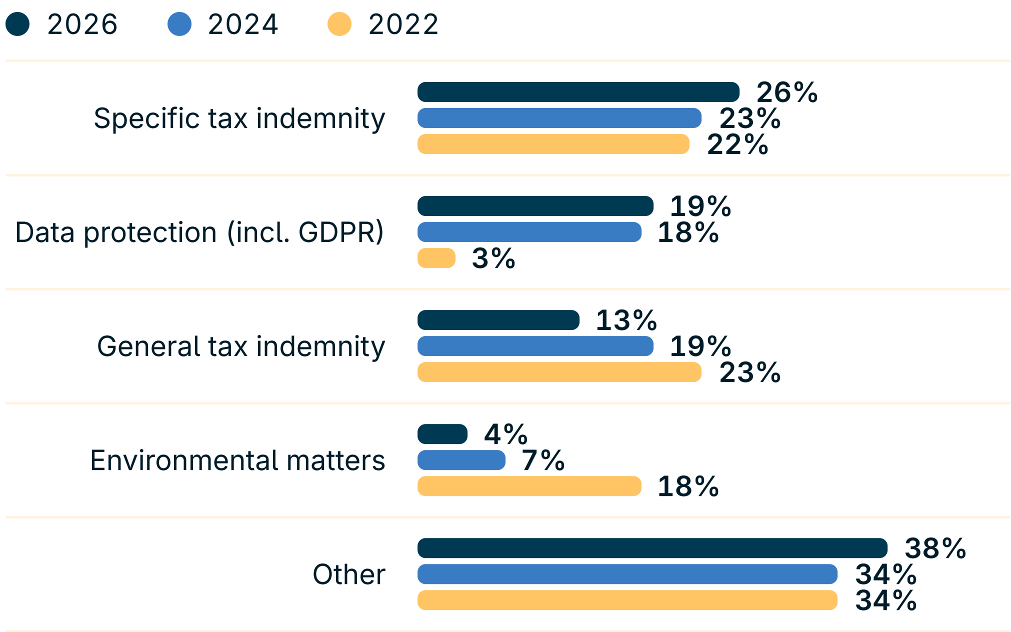
Does the agreement provide for specific indemnities?



Does the agreement allow for recovery of loss of profit?



If yes, what specific indemnities are requested?

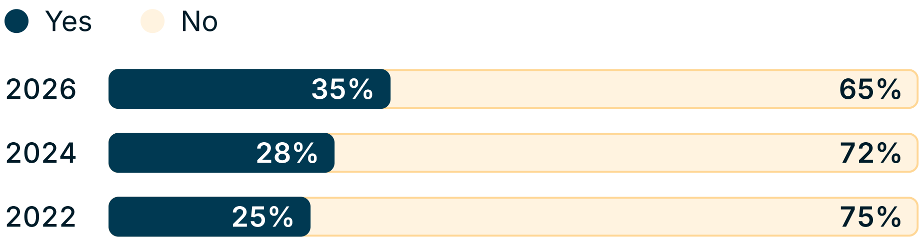


Use of specific indemnities is on a clear upward trend, now present in nearly two-thirds of agreements. If the agreement provided for specific indemnities, the most common were tax and data protection indemnities.

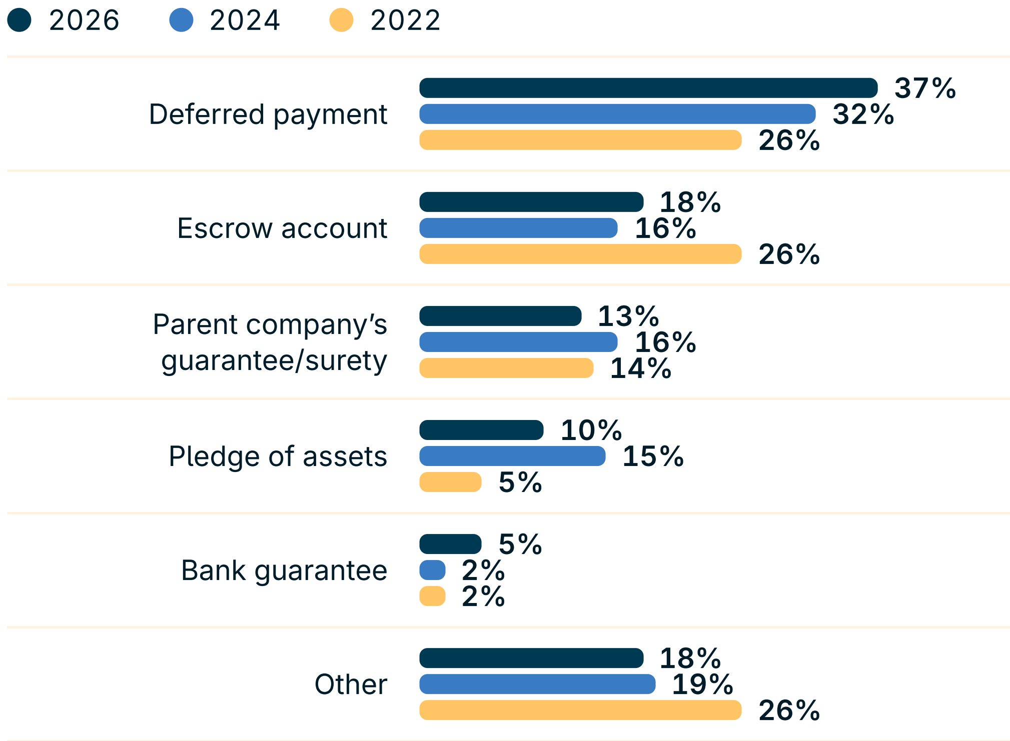
As in the previous period, the agreement allows for recovery of lost profit in only about a third of transactions, though this is showing a slightly upward trend.

SECURITY FOR SELLER'S OBLIGATIONS

Does the agreement provide for security for the Seller's obligations?



Form of security of Seller's obligations

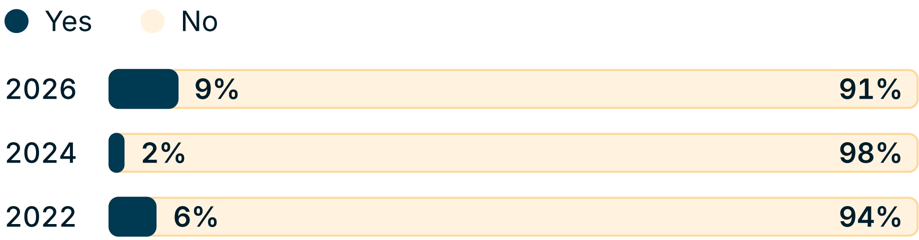


As in previous periods, the majority of Baltic M&A transactions do not provide security for the Seller's obligations, although there is an upward trend towards buyers requesting such security, potentially reflecting the prevailing buyer's market.

Where security was used, deferred payment was by far the most commonly used option, while escrow, parent company guarantee/surety and pledge of assets are also quite common security forms.

M&A INSURANCE

Was any R&W insurance used in the transaction?

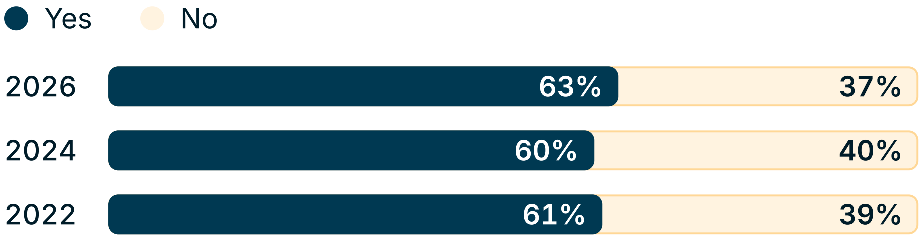


The use of R&W insurance in Baltic M&A transactions has begun to increase, though it remains significantly less common than in the Nordics and Western Europe.

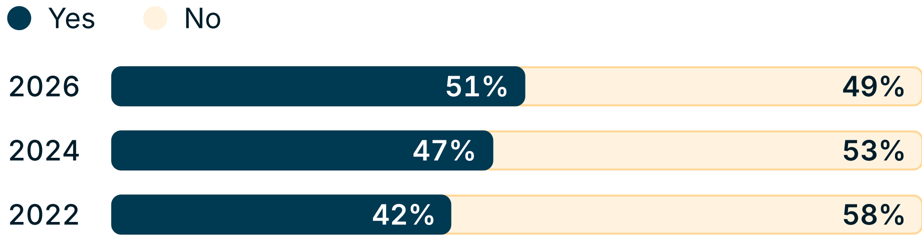
COVENANTS

SELLER'S NON-COMPETITION OBLIGATION

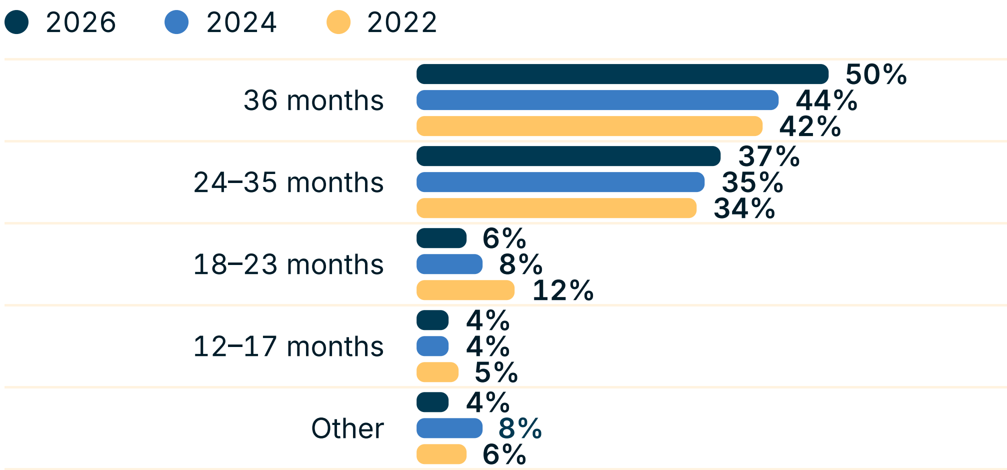
Agreement imposing a non-competition obligation on the Seller



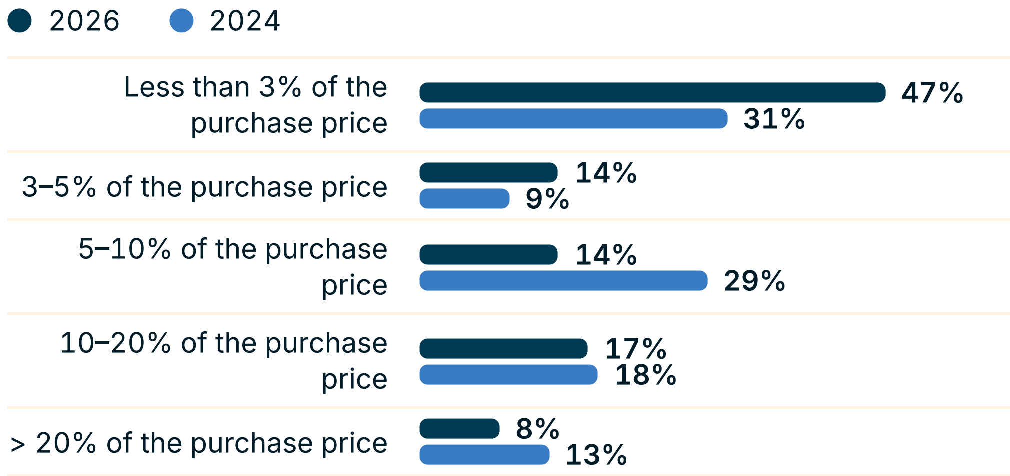
Penalty for non-competition breach



Duration of the non-competition obligation



The amount of the penalty



As in previous periods, more than half of the analysed transactions prescribed a non-competition obligation on the Seller.

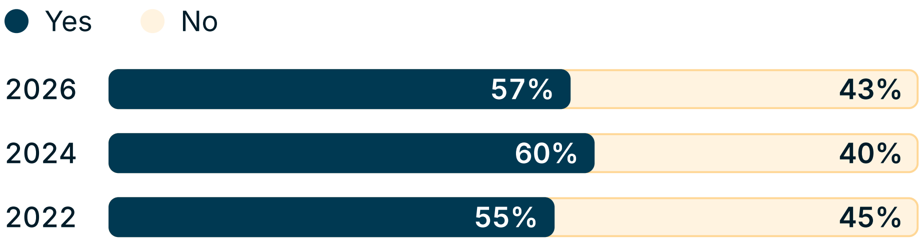
If prescribed, the non-competition obligation lasted 36 months in half of the analysed transactions.

Penalties for breach of the non-competition obligation were included in half of the analysed transactions.

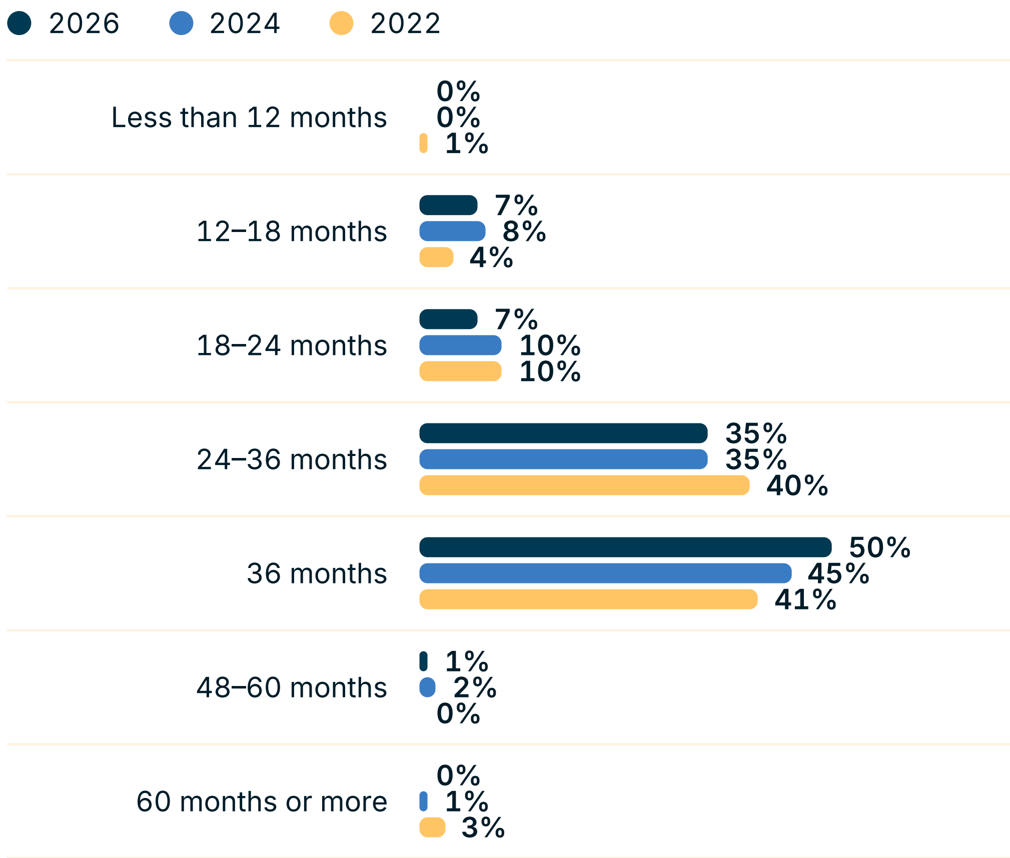
If included, the amount was mostly less than 3% of the purchase price.

SELLER'S NON-SOLICITATION OBLIGATION

Non-solicitation obligation of the Seller



Duration of the non-solicitation obligation



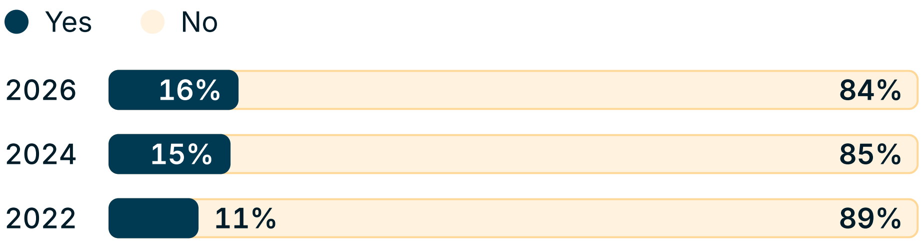
Non-solicitation obligation of the Seller is slightly less common than the non-competition obligation.

If used, the term of such obligation coincides with the term of the non-competition obligation (36 months).

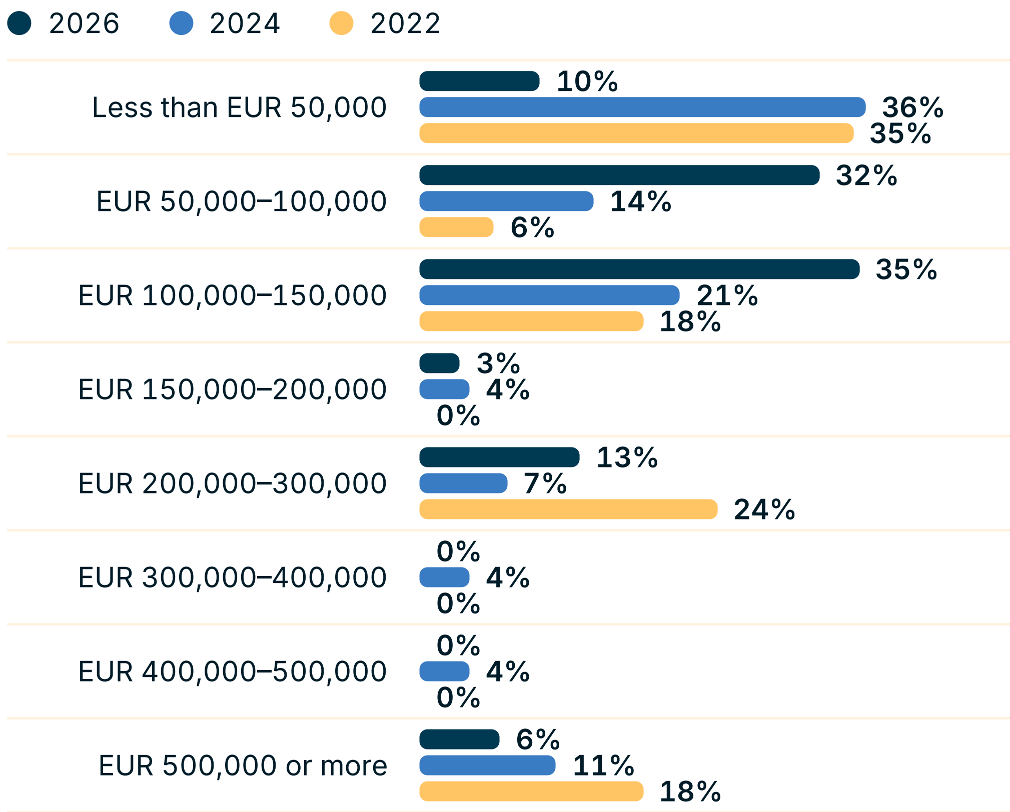
CONFIDENTIALITY OBLIGATION

Agreement contains a confidentiality obligation

Agreement contains a penalty for breach of confidentiality



Amount of penalty (if included)



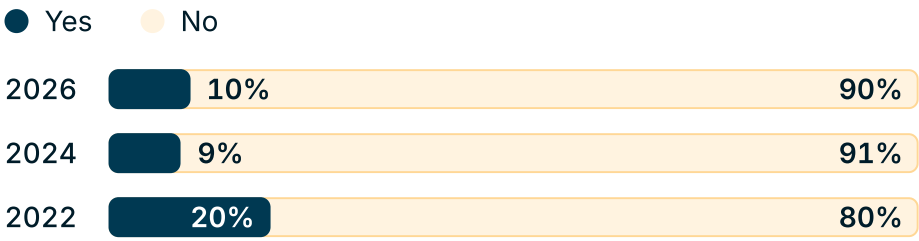
Most transactions impose a specific confidentiality obligation on the parties. However, the confidentiality obligation is not commonly secured by a penalty, even though this is slightly trending upwards in frequency.

In cases where the confidentiality obligation was secured by a penalty, the median penalty amount ranged from EUR 100,000 to EUR 150,000.

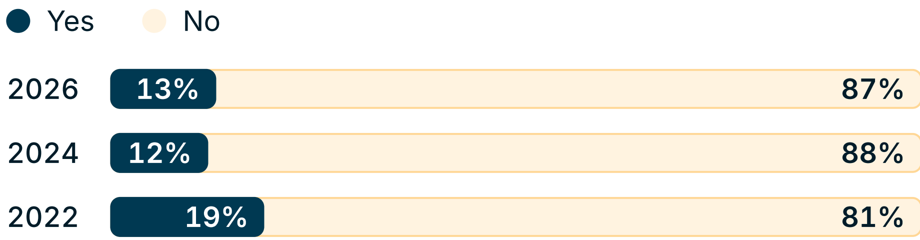
DUE DILIGENCE

DUE DILIGENCE

Vendor's due diligence was conducted

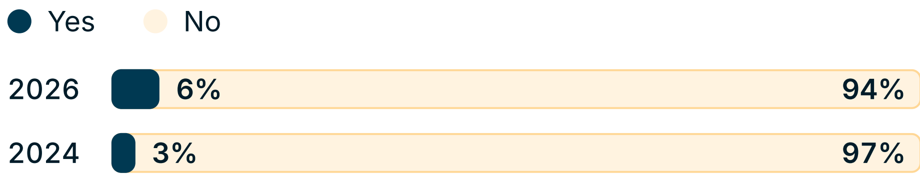


The existence of a "clean team"/"clean room" arrangement



Buyer's due diligence was conducted

Was there an ESG focus in the DD process?



While buyers routinely conduct due diligence, due diligence carried out by vendors remains quite rare in the Baltic countries. This aligns with the low usage of controlled auctions in the Baltics.

Consistent with previous studies, buyers conducted due diligence in most cases.

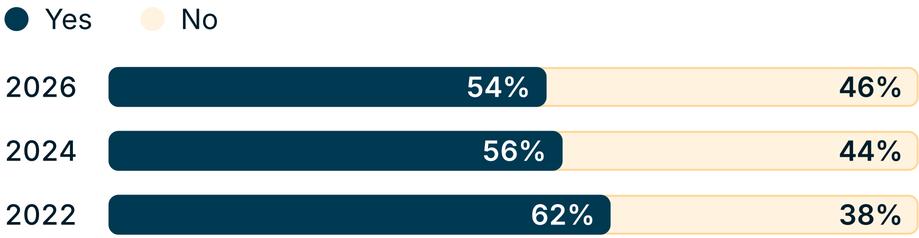
Clean team arrangements to secure the most sensitive information are still rarely used in Baltic transactions.

Although ESG is becoming increasingly important, it is still rarely a separate focus in the due diligence process.

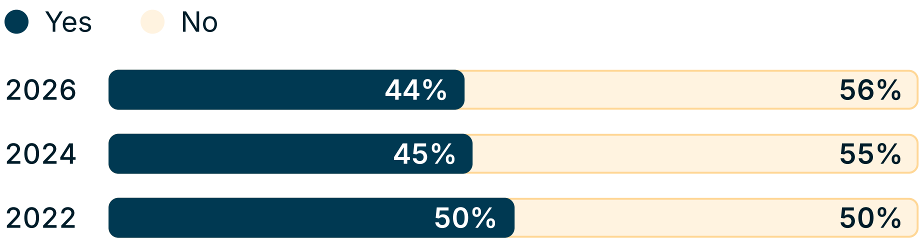
LETTER OF INTENT AND LENGTH OF TRANSACTION PROCESS

LETTER OF INTENT

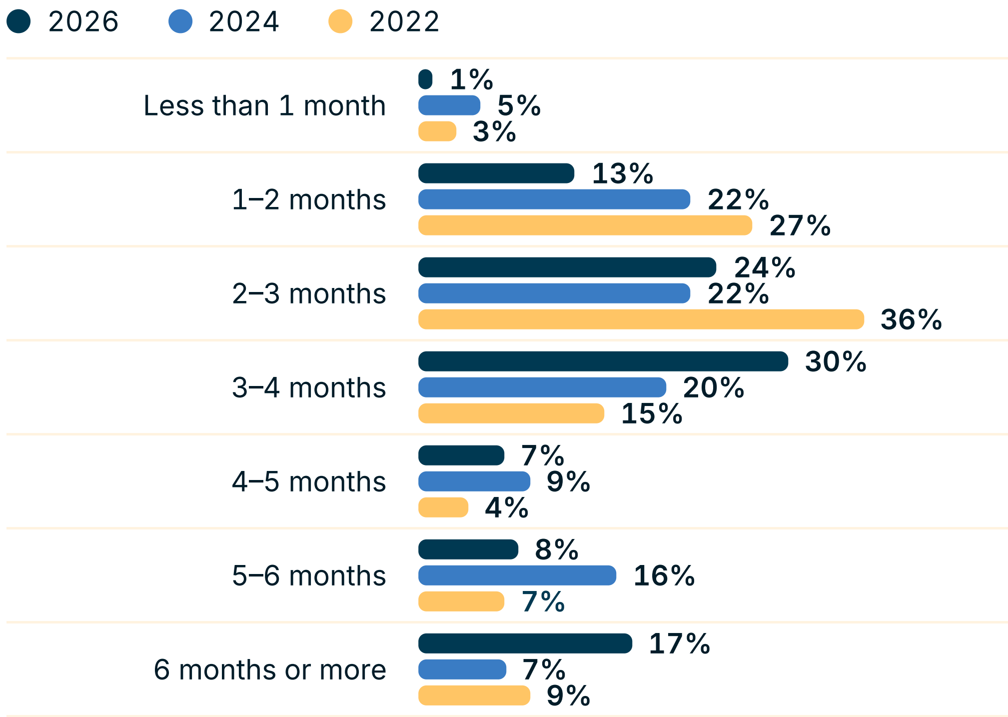
Negotiations formalised by signing a letter of intent, term sheet or similar document



Does the letter of intent provide for exclusivity?



Period of exclusivity

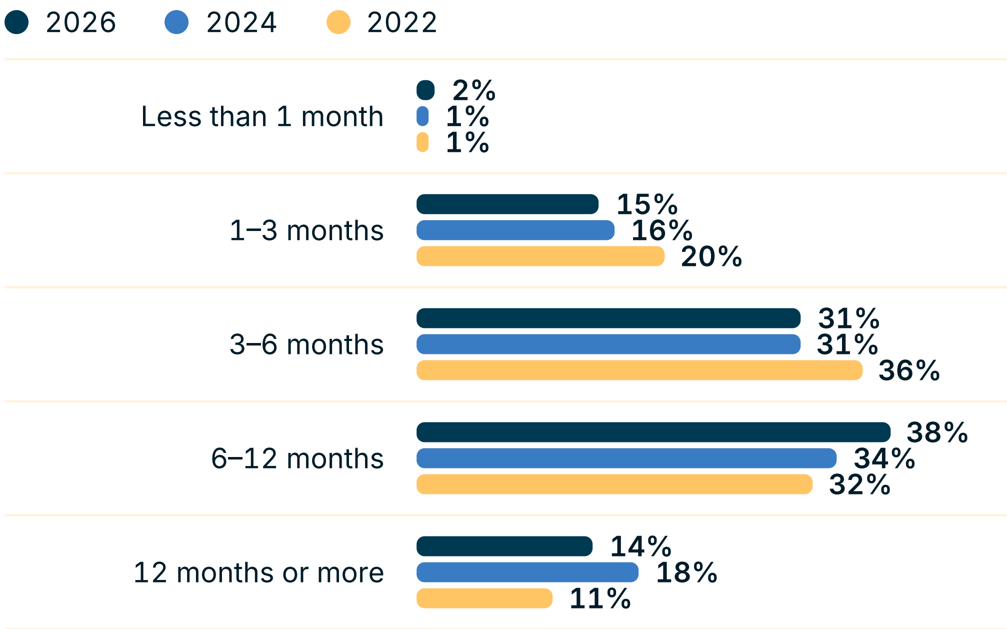


The use of a letter of intent (or a memorandum of understanding or term sheet) occurs in more than half of transactions, though this share has slightly decreased compared to the previous period.

If a letter of intent (or memorandum of understanding or term sheet) was used, an exclusivity period was agreed upon in less than half of occasions.

The length of the exclusivity period, where used, has increased from a typical 2–3 months to 3–4 months, correlating with the broader trend of longer transaction processes.

LENGTH OF TRANSACTION PROCESS



The average transaction process lasts 6 to 12 months.

FINAL REMARKS

The survey analysed 198 private M&A transactions completed during the period April 2024–March 2026. This was a time marked by continuing turbulence due to macroeconomic and geopolitical issues, with an increasing number of armed conflicts in addition to the war in Ukraine adding to the uncertainty. Despite this, the Baltic M&A market remained resilient.

During 2024–2026, the most active economic sector in the Baltic M&A market was technology. The share of energy and utilities M&A transactions dropped significantly, likely reflecting reduced activity amid considerable political uncertainty about the future.

Exits by individuals and family-controlled sellers have been trending upwards, now accounting for an equal share of the market alongside strategic sellers, indicating an increasing generational shift in the Baltics.

The value of the median Baltic M&A transaction has remained at the same level as in previous periods, with over half of the transactions under EUR 10 million, although the share of megadeals (EUR 50–100 million and above EUR 100 million) is again showing an upward trend.

Buyer-friendly protections continued to strengthen in 2024–2026, with specific indemnities and security for the Seller's obligations increasingly requested, and full-disclosure warranties now standard in around two-thirds of transactions.

R&W insurance is still rarely used.

States continue to expand the scope of FDI controls, requiring approval for a growing share of transactions, and transaction processes have lengthened to an average of 6–12 months.

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