Sell-side due diligence checklist

The standard data request list for the sale of an established private company: 39 items in nine workstreams, with a one-line note on why buyers ask for each. Mark every item Delivered / Partial / Missing / N/A (with a reason) and keep the list current until closing. Published by Kontakt Fyrirtækjaráðgjöf (Kontakt Corporate Advisory), Reykjavík — the team that builds SellSide DD. Full guide: sellsidedd.com/resources/sell-side-due-diligence-checklist/

Status legend Delivered = in the data room, complete, current · Partial = some periods, entities or signatures missing · Missing = exists but not yet produced · N/A = does not apply (state why)

A. Corporate and legal

	#	Item — why buyers ask	Status / notes
☐	1	Articles of association, shareholder register and any shareholders' agreement Confirms who owns what, who must consent to the sale, and whether pre-emption or drag/tag rights exist.	
☐	2	Board and shareholder minutes, last three years Shows what the directors knew and decided — disputes, related-party approvals, dividends, guarantees.	
☐	3	Group chart and holdings in other companies Establishes the perimeter of what is being sold and flags minority stakes or dormant entities with hidden liabilities.	
☐	4	Licences and permits, with expiry dates Any licence that lapses or needs regulator consent on change of control is a closing condition in waiting.	
☐	5	Schedule of litigation, claims and disputes, last five years Buyers price known claims and demand a warranty on unknown ones; an empty schedule invites a broad indemnity.	

B. Financial

	#	Item — why buyers ask	Status / notes
☐	6	**Audited financial statements, last three to five years** The anchor for every other number; qualifications, policy changes and auditor changes are read first.	
☐	7	**Monthly management accounts (24–36 months) reconciled to the audited figures** Proves the management numbers can be trusted and gives the monthly trend behind the annual figures.	
☐	8	**Monthly balance sheets** Needed to compute the working capital peg and its seasonality; without them the buyer chooses the reference month.	
☐	9	**General ledger and trial balance for the last financial year** Lets the advisor trace exceptional items and add-backs to the underlying postings.	
☐	10	**Ageing of receivables and payables** Reveals bad-debt exposure, stretched creditors and overdue items that become debt-like.	
☐	11	**Inventory listing with ageing and valuation method** Obsolete or slow-moving stock is a QoE adjustment and a working capital argument.	
☐	12	**Current-year budget and performance against it** Tests management's forecasting credibility — the basis for any earnout or run-rate claim.	
☐	13	**Capital expenditure for the last three years, split maintenance versus growth** Buyers convert EBITDA to cash using maintenance capex; an undocumented split is assumed unfavourably.	
☐	14	**Auditor's management letters** Control weaknesses the auditor already raised are the first thing a buyer's advisor will ask about.	

C. Tax

	#	Item — why buyers ask	Status / notes
☐	15	**Corporate tax returns for the reassessment period (typically six years)** The tax indemnity usually runs for the full reassessment window; buyers want to see every year still open.	
☐	16	**VAT returns and payroll tax filings, last two years** Used to prove revenue and payroll figures independently of the ledger (a standard data test).	
☐	17	**Correspondence with the tax authority, open audits and rulings** Open matters become specific indemnities or escrow; undisclosed ones become claims.	
☐	18	**Transfer pricing documentation for related-party dealings** Non-arm's-length pricing is both a tax exposure and an EBITDA adjustment.	

D. Customers and contracts

	#	Item — why buyers ask	Status / notes
☐	19	Revenue by customer (top 10–20), last three years Concentration drives the multiple; churn in the top ten drives the warranty negotiation.	
☐	20	Key customer and supplier contracts, with change-of-control, exclusivity and termination clauses A change-of-control clause in a top customer contract is a closing condition or a price discussion.	
☐	21	Agency and distribution agreements Territorial and exclusivity terms can limit the buyer's plans for the business.	
☐	22	Framework agreements, live tenders and the order book (backlog) Backlog supports the forecast; tenders in progress may need notification or consent.	

E. People

	#	Item — why buyers ask	Status / notes
☐	23	Employee list: role, start date, salary, applicable collective agreement Headcount cost is the largest cost line in most businesses and the first reconciliation a buyer runs.	
☐	24	Employment contracts of key managers (notice, change-of-control, non-compete) Key-person risk and any sale-triggered payments are priced or made conditions of closing.	
☐	25	Bonus and incentive schemes, including any payments triggered by the sale Transaction bonuses are debt-like; unclear schemes become disputes after closing.	
☐	26	Holiday pay and pension obligations Accrued holiday is working capital; unfunded pensions are debt — the treatment must be stated.	
☐	27	Staff turnover and open HR matters Grievances and attrition in key teams are commercial risks a buyer will diligence directly.	

F. Assets and property

	#	Item — why buyers ask	Status / notes
☐	28	Fixed asset register Supports the depreciation policy and the maintenance capex analysis; identifies assets not actually in use.	
☐	29	Leases for all premises, or title documents for owned property Lease term, break rights and rent review decide whether the business can stay where it is at the price it pays.	
☐	30	Property valuation and official assessment (where applicable) Owned property is usually valued separately from the operating business; market rent replaces owner-set rent in the bridge.	
☐	31	Insurance policies and claims history Gaps in cover become indemnities; the claims history is a cheap window into operational problems.	
☐	32	Trademarks, domains and other intellectual property Confirms the company — not the founder personally — owns what the buyer is paying for.	

G. Financing

	#	Item — why buyers ask	Status / notes
☐	33	Loan agreements, terms and financial covenants Change-of-control clauses in loan agreements trigger repayment; covenant headroom shows financial stress.	
☐	34	Guarantees and security granted by the company Guarantees for third parties or shareholders are debt-like and must be released at closing.	
☐	35	Factoring, finance leases and other off-balance-sheet commitments These are debt in substance and are added to the net debt bridge whatever the accounts call them.	

H. IT and data protection

	#	Item — why buyers ask	Status / notes
☐	36	Overview of systems, software licences and vendors Licences that are non-transferable or under-counted become day-one costs for the buyer.	
☐	37	Privacy policy, data processing agreements and security incidents GDPR exposure is a specific warranty area; an undisclosed breach is a post-closing claim.	

I. Related parties

	#	Item — why buyers ask	Status / notes
☐	38	All related-party transactions, last three years, with pricing basis Anything not at arm's length is restated in adjusted EBITDA and is a tax exposure.	
☐	39	Loans to and from shareholders and affiliated companies Shareholder loans are settled or capitalised at closing; their terms decide who bears the cost.	