



M&A Clause Analytics

Powered by Analytics, Enhanced by Experts

NEW!

Create Your Own Custom Model.

Dynamic Models: Simply select from filters and receive a scoped model based on the agreements that match your exact criteria – in minutes instead of hours.

Streamline and optimize the M&A drafting process

M&A Clause Analytics, now with ability to create custom models, boosts your productivity and effectiveness when drafting and negotiating a wide range of acquisition and ancillary agreements.

- **Optimize your Workflow.** Get insights in minutes instead of hours - create your own dynamic models, analyze agreements clause by clause, and compare them to your own agreements and clauses. Powerful analytical tools guide you to on-point language from a database of over one million individual clauses.
- **Mitigate Risk.** Expertly prepared practical guidance, such as elements of the clause, drafting considerations, and intent of the clause, are shown alongside individual clauses, enhancing your understanding at the point of need, instantly surfacing drafting risks, and eliminating the potential for costly mistakes.
- **Improve your ROI.** Enhance your efficiency and boost your negotiating leverage with statistics and comparisons based on your specific deal criteria. Multiple comparison tools allow you to efficiently benchmark your own agreements and clauses, extending your understanding of drafting techniques used by specific law firms or industries.

Transform Your M&A Drafting Workflow

Results for "Merger Agreement"

Latham & Watkins, LLP | Kirkland & Ellis, LLP | Skadden Arps Slate Meagher & Flom, LLP | Pharmaceutical Preparations

Date Range: Jan 24, 1996 - Jul 05, 2018

Document Type: Merger Agreement (75)

Law Firm: Latham & Watkins, LLP (36), Skadden Arps Slate Meagher & Flom, LLP (30), Kirkland & Ellis, LLP (15)

Merger Agreement
Updated January 22, 2018

The model is derived by comparing each clause in each agreement to all other agreements in the database. Each agreement is scored on a statistical basis for conformity to all other agreements in the database, using statistical and language processing analysis. The most conforming agreement is then chosen for use as the Model since it contains all the clauses typically found in agreements of that type drafted in the most consistent manner. The Model Agreement is anonymized for transaction specific information to make it applicable to a wide range of situations and is then reviewed by subject matter experts to confirm its validity and suitability.

Create Dynamic Model Merger Agreement with Applied Filters

Want to know how your own Merger Agreement compares to the Model?
Cut and paste your Merger Agreement here to compare to the model agreement.

Results for "Indemnification by Seller"

Model Document Clauses and Explanations

The Model Document Clause is provided to enhance the user's comprehension and understanding of the clause. It is editorially enhanced to give definitions and practice insights as well as checklists of what is traditionally included in that clause.

Indemnification by Seller
Asset Purchase Agreement
Updated January 22, 2018

Indemnification by Seller
Stock Purchase Agreement
Updated January 22, 2018

Other Example Clauses

Sorted by: Date

Section 6.02 Indemnification by Seller (Indemnification by Seller)
CONCERT PHARMACEUTICALS, INC.
Asset Purchase Agreement - Mar 6, 2017
Market Cap: \$0.495B

Conforms 89% to the Model Clause

Conforms 70% to the Model Clause

Download Model Agreement in Word Format

Compare your own document to the Model

Model Merger Agreement

The model is derived from the most conforming agreement found by comparing each clause in each agreement to all other agreements in the database. The resultant model contains all the clauses typically found in agreements of that type drafted in the most consistent manner. The most conforming agreement, which is used as the Model Agreement, is determined using a bell curve analysis. The Model Agreement is reviewed by subject matter experts for validity and suitability of language. In each case, the model agreement and clauses are editorially curated to conform to a consistent drafting style with deal specific language and values removed and anonymized. As the Model Agreement is an example of the most conforming document amongst the group, you may or may not want to use all of the clauses included in the model nor may it contain all the clauses you require based on the nature of your transaction.

Model Agreement | Plain-English Model

Articles and Clauses

Sorted by: Outline

INTRO	Article
1. The Merger (The Merger)	Article
1.1. The Merger (The Merger)	Clause
1.2. Closing (Closing)	Clause
1.3. Effective Time (Effective Time)	Clause
1.4. Effects of the Merger (Effects of the Merger)	Clause
1.5. Articles of Incorporation; Bylaws (Articles of Incorporation; Bylaws)	Clause
1.6. Directors and Officers (Directors and Officers)	Clause
2. Effect of Merger (Effect of Merger)	Article
2.1. Conversion of Capital Stock (Conversion of Capital Stock)	Clause
2.2. Treatment of Equity-Based Awards (Treatment of Equity-Based Awards)	Clause

Considerations

Difficulty of Drafting: Low
The language in this provision is fairly simple and straightforward. Of course, you must provide for the correct merger type and must cite the correct merger statutes.

Risk of Legal Mistake: High
Improperly reflecting the agreed merger type could have disastrous consequences, including tax and shareholder approval consequences that vary significantly among the different merger types.

Level of Negotiation: Low
This provision is required in every merger agreement as it specifies the relevant merger type and applicable state laws. Although the type of merger may be negotiated, the language of this provision is rarely negotiated.

In rare circumstances, the merger type may be specified but subject to change so long as the newly agreed type does not (i) materially delay the transaction or (ii) alter any material aspects of the transaction.

Note that the exact name of the surviving company must be spelled out in this provision only if there will be a change in its name. Even slight changes in the name of the surviving company — such as changing "Company" to "Inc." — must be specified in this provision.

Optimize your Workflow create Custom Models that conform to your specific requirements

Improve your ROI Reduce your document processing time with Advanced Analytics, Dynamic Model Agreements and a database of over one million clauses.

Mitigate Risk Use expert Practice to understand critical issues in high-risk clauses

Contact us at 1-800-638-8437 to learn more. Visit WoltersKluwerLR.com/securities to schedule a free demo.