

## **CORONAVIRUS: ELECTRONIC SIGNATURES: WHEN CAN THESE BE USED? A GLOBAL PERSPECTIVE**

The precautions being put in place globally to address the spread of Coronavirus (COVID 19) include recommending or requiring many people to work from home. This has raised the question of how to execute documents in these circumstances and whether it is possible to legally execute documents by electronic signature. The appropriate method of execution will depend on the applicable fact pattern. Relevant factors include the governing law of the document, the type of document that is to be signed, the form of electronic signature used and any cross-border implications to be considered. This briefing provides a summary table of how certain jurisdictions view three different types of execution – email execution, jpeg signatures and e-signature platforms.

The table is a high-level overview and is not a substitute for bespoke legal advice in respect of a specific fact pattern and does not purport to be fully comprehensive. In particular, readers need to be aware that in certain cases use of an electronic signature may necessitate qualifications or assumptions in legal opinions.

*Fact pattern:* the table has been prepared on the basis of commercial contracts entered into by commercial parties where a wet ink signature is not required. Wet ink signatures are commonly required for documents that need to be filed with a governmental agency or registry or that need to be notarised, legalised or apostilled. (Note that wet ink signatures for these and similar purposes may still be required even if an electronic signature complies with legislation that makes it equivalent to a handwritten signature, for example, a qualified electronic signature under the European eIDAS Regulation.) The table notes other examples of circumstances in which wet ink signatures may be needed.

*Capacity:* the table assumes no constitutional restrictions on the capacity of the parties to use electronic signatures

*Cross border:* the table outlines the position in a particular jurisdiction in relation to documents governed by the law of that jurisdiction where the transaction parties are domiciled in that jurisdiction. If there is any nexus with another jurisdiction (for example, the domicile of a transaction party or enforcement is envisaged in another jurisdiction), the position would need to be checked with local counsel.

*Evidential weight:* it is likely that courts will assign different degrees of evidential weight to different types of electronic signature and this will depend on the facts and process by which the signature is generated and applied to a document.

*European eIDAS Regulation (eIDAS):* eIDAS has direct effect across Europe. It provides for three types of electronic signature – simple, advanced and qualified. A qualified electronic signature (QES) must be created in a manner that satisfies a number of technical requirements. If those are met, it will have the same legal effect as a handwritten signature. This is not the case for a simple or advanced electronic signature, unless local law provides otherwise.

The table sets out the position relating to the three types of signing method currently commonly considered but there are of course other electronic signing method possibilities, such as using a pdf pen or signing on a tablet touch pad, that may become more prevalent as circumstances change.

### **1. Email signing**

- execution document sent by email to party
- signature page or whole document is printed, signed, scanned (or photographed) and returned by email in accordance with agreed signing instructions

### **2. Jpeg signature**

- a pdf or jpeg of a signatory's signature is saved, for example, onto a computer
- the jpeg signature is applied as required to an electronic document

### **3. E-signing platforms**

- these are cloud based systems
- a signatory opens a link sent by email and clicks a tab or types their name to sign the document
- when each signatory has "signed" the platform applies a computer generated signature of each party to the electronic document and creates a fully signed pdf version
- a digital certificate is produced recording who signed the document, the time and date of signing and the IP address of each signatory's computer
- the executed pdf document is digitally sealed which will evidence any tampering with the document after signing

## **A starting point only**

The table is only a starting point for discussions regarding signing of documents when physical signing is not possible. Our listed experts can provide advice in relation to specific transactions and, clearly, early consideration of the applicable fact pattern and related issues is recommended.

Jurisdiction	Email execution	Jpeg signatures	E-signing platforms
<b>Belgium</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>if a wet ink signature or QES is required for example, employment agreements or documents that requires the intervention of a Belgian public notary (such as certain documents transferring interests in immoveable property)</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution unless the platform satisfies the eIDAS QES requirements and a QES is generated</li> </ul>
	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>email must include sufficient elements to establish consent</li> <li>will not have the same evidential value as a wet-ink signature (although no practical differences)</li> </ul>	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>the jpeg must be unequivocally linked to the document to which consent is given</li> <li>necessary authority to attach a jpeg signature (if not the signatory)</li> <li>will not have the same evidential value as a wet-ink signature (although no practical differences)</li> </ul>	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>the “signature” must be unequivocally linked to the document to which consent is given</li> <li>IT/ cloud security requirements must be satisfied</li> <li>same as email execution unless the signature is a QES in which case the applicable eIDAS QES requirements must be complied with</li> </ul>
<b>China</b>	Yes <sup>1</sup>	Significant uncertainties as to whether jpeg pictures can be recognised as e-signatures so should not be used	Yes <sup>1</sup>
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>if wet ink signatures are required, for example documents transferring interests in immoveable property and documents to be filed/registered with authorities</li> </ul>	N/A	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>

<sup>1</sup> Subject to exceptions and conditions

Jurisdiction	Email execution	Jpeg signatures	E-signing platforms
	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>such signature may not be considered as an e-signature or wet-ink signature under PRC law and its evidential force, without other supporting evidence, may be weaker than wet-ink signature or e-signature</li> <li>therefore, parties should agree that the contract can be executed or delivered by one or more counterparties (including by email) and each of which will be deemed an original; verify the sender of email; and keep clear records</li> </ul>	N/A	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>the data comprising the e-signature is owned and controlled exclusively by the signatory when e-signing (for example, the email account is verified to be exclusively controlled by the signatory)</li> <li>e-signatures that satisfy the above requirement are considered to be “reliable” e-signatures, which has strong evidential force equivalent to wet-ink signatures under PRC law. However, the contracting parties could agree other conditions for reliable e-signatures</li> </ul>
<b>Czech Republic</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<p><u>Examples of exceptions</u></p> <p>If a written form of a document is required by statute, by the agreement between the parties or pursuant to the internal policies of one of the parties, it is not recommended to sign the document this way.</p> <p>Documents requiring officially verified signatures (e.g. share purchase agreements in relation to shares in a limited liability company) and documents which need to be made in the form of a notarial deed (e.g. a memorandum of association of a joint-stock company or limited liability company) cannot be signed this way</p>	<p><u>Examples of exceptions</u></p> <p>Same as email execution</p>	<p><u>Examples of exceptions</u></p> <p>Same as email execution</p> <p>However, documents that are required to be in written form can be executed using a platform where the platform complies with at least the eIDAS advanced electronic signature requirements and generates an advanced electronic signature</p>
	<p><u>Additional conditions or considerations</u></p>	<p><u>Additional conditions or considerations</u></p>	<p><u>Additional conditions or considerations</u></p> <p>Each party should confirm that the platform satisfies their own IT requirements and internal policies as to cloud access, cyber security and other requirements, including those related to the protection of personal data</p>

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<b>England &amp; Wales</b>	Yes (including deeds) subject to exceptions	Yes (including deeds) subject to exceptions	Yes (including deeds) subject to exceptions
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>wet ink signatures are required for documents filed with the Land Registry</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>
	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>satisfaction of procedural signing requirements e.g. deeds must be physical whole</li> <li>any witness must be physically present and able to sign the attestation clause</li> </ul>	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>satisfaction of procedural signing requirements e.g. deeds must be physical whole</li> <li>necessary authority to attach a jpeg signature (if not the signatory)</li> <li>any witness must be physically present and able to sign the attestation clause</li> </ul>	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>any witness must be physically present and able to sign the attestation clause</li> <li>IT/ cloud security requirements of all parties must be satisfied</li> <li>no requirement for the signature to be a QES</li> </ul>
<b>France</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>electronic means cannot be used for certain documents, such as private deeds relating to personal or real security, whether under civil law or commercial law, unless they are entered into by a person for the purposes of his or her profession</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>
	<u>Additional conditions and considerations</u> <ul style="list-style-type: none"> <li>the parties must enter into a formal agreement ("<i>convention de preuve</i>") under which they agree on the use of email execution as a signing process</li> <li>if there is no formal agreement, French case law provides that scanned signatures are insufficient to ensure the authenticity of the parties' agreement, as they do not allow for clear identification of the signatories</li> <li>it is common practice to have the whole document initialled on every page, although this is not mandatory</li> </ul>	<u>Conditions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<u>Conditions</u> <ul style="list-style-type: none"> <li>same as email execution (except in respect of initialling every page), unless the signature is a QES in which case the applicable eIDAS QES requirements must be complied with</li> </ul>

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<b>Germany</b>	Yes <sup>1</sup>	Yes if the agreement is silent or, if it is states written form is required, if expressly so agreed <sup>1</sup>	Yes <sup>1</sup>
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>if required by statute to be in written (i.e. personal wet ink signature) or a stricter form, in particular notarial form, for example, a transfer or pledge of shares in a GmbH; a transfer of real estate; or a mortgage/land charge over real estate would require to be notarised</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as jpeg signature execution. However, documents that are required by statute to be in written form (i.e. personal wet ink signature) can be executed using a platform where the platform complies with the eIDAS QES requirements and generates a QES signature</li> </ul>
	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>the person relying on the signature will bear the full burden of proof that the signature is authentic if challenged</li> </ul>	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>same as jpeg signature execution unless the signature is a QES in which case the applicable eIDAS QES requirements must be complied with</li> </ul>
<b>Hong Kong</b>	Yes <sup>1</sup> (including deeds)	Yes <sup>1</sup>	Not commonly used in Hong Kong but if used, then not applicable to:
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>if wet ink signatures are required for example, the document is filed with the Land Registry</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>deeds</li> <li>documents that fall within the exclusion list of the Electronic Transactions Ordinance (Cap. 553), for example trust documents, powers of attorney, floating charges, documents relating to land</li> <li>if wet ink signatures are required for example, the document is filed with the Land Registry</li> </ul>	<ul style="list-style-type: none"> <li>any document on the exclusion list of the Electronic Transactions Ordinance (Cap. 553)</li> <li>deeds</li> </ul>
	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>satisfaction of procedural signing requirements for example, deeds must be physically whole</li> <li>any witness must be physically present and able to sign the attestation clause</li> </ul>	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>only for simple contracts not falling within the exclusion list of the Electronic Transactions Ordinance (Cap.553)</li> <li>same as email execution</li> <li>necessary authority to attach a jpeg signature (if not the signatory)</li> </ul>	

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<b>Italy</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>• none, provided the applicable provisions of Italian Legislative Decree no. 82 of 7 March 2005, as amended ("<b>CDA</b>") are complied with</li> </ul>	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>• if an advanced, qualified or other electronic signature (under the CDA) is required. Examples include: (a) agreements transferring the ownership of immovable property or establishing a lease for a term longer than nine years; (b) deeds of incorporation of Italian joint-stock companies or limited liability companies; (c) deeds of merger; and (d) agreements for the provision of banking and financial services</li> </ul>	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>• same as jpeg signatures, unless the platform complies with the eIDAS or CDA requirements and generates, as applicable, an advanced, QES or other electronic signature</li> </ul>
	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>• if the correspondence of the electronic document to the original document is challenged, the court will make an assessment regarding whether the electronic document does in fact correspond to the original document</li> <li>• the electronic document must be formed in accordance with the CDA</li> <li>• if the conditions above are met, the acts signed by email execution would have full evidentiary value (which limits the possibility of challenges to its evidential value)</li> </ul>	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>• the evidentiary value of acts signed through jpeg signatures is freely assessable by the competent courts</li> </ul>	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>• same as jpeg signature unless the applicable eIDAS QES or CDA requirements for an advanced, QES or other electronic signature are complied with in which case the document will have full evidentiary value (which limits the possibility of challenges to its evidential value)</li> </ul>

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<b>Japan</b>	Yes subject to exceptions	Yes subject to exceptions	Yes subject to exceptions
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>• where a wet ink signature or seal is required</li> <li>• documents required to be in written hard copy form, for example security documents that are required to be perfected or validated or certain term lease agreements under the Act on Land and Building Leases</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>• same as for email execution</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>• same as for email execution</li> </ul>
	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>• According to the announcement published by the Japanese government on 19 June 2020<sup>1</sup>, email execution without obtaining a wet-ink signature, wet-ink seal or e-signature would be valid.</li> <li>• In order to prove the genuine execution of the relevant agreement, the following means of proof are recommended by the June 2020 announcement, among others:  Where there is an ongoing business relationship: <ul style="list-style-type: none"> <li>– Saving and keeping the email-address and email-exchanges including transmission records with the counterparty;</li> </ul> Where entering a new business relationship: <ul style="list-style-type: none"> <li>– Saving and recording KYC information of the counterparty;</li> <li>– Saving and recording the process of obtaining KYC information (e.g. email with a PDF attachment or physical mail);</li> <li>– Saving and recording documents under negotiation (e.g., emails and SNS interactions); and</li> <li>– Using e-signatures and e-authentication services.</li> </ul> </li> </ul>	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>• same as for email execution</li> </ul>	<u>Additional conditions or considerations</u> <ul style="list-style-type: none"> <li>• The Japanese E-Signatures Act recognises two types of electronic signatures: “Certified E-Signatures” and non-certified electronic signatures.</li> <li>• Under the Code of Civil Procedure, handwritten signatures are deemed to have been executed by the named person/entity with its true intention to execute such document. Certified E-Signatures have the same effect as handwritten signatures.</li> <li>• The announcement by the Japanese government on 17 July 2020<sup>2</sup> mentions the possibility that and conditions under which non-certified e-signatures may have the same evidential value as Certified E-Signatures.</li> <li>• According to the July 2020 announcement, in case of non-certified electronic signatures, such e-signatures provided by an e-signature service provider can be regarded as the signature of the user itself, if such e-signature ensures it is technically encrypted based on the will and intent of the user and the service provider cannot change it.</li> </ul>

1 <https://www8.cao.go.jp/kisei-kaikaku/kisei/publication/document/200619document01.pdf> (available only in Japanese)

2 <http://www.moj.go.jp/content/001323974.pdf> (available only in Japanese)



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	<p>In addition, if the counterparty disagrees as regards the genuine execution of an agreement, the following means would ease the burden of proof of the authentic provenance of such agreement:</p> <ul style="list-style-type: none"> <li>– Prior consent from the counterparty to enter into the agreement in question via email;</li> <li>– Setting a password for a PDF and when sending the PDF by email, delivering the password through another communication channel (e.g., mobile phone);</li> <li>– Sending email to multiple persons at the counterparty; and</li> <li>– Saving and recording the relevant emails with attachments and transmission records.</li> </ul>		<ul style="list-style-type: none"> <li>• Although e-signatures produced by e-signing platforms (e.g., DocuSign) would not be considered to be Certified E-Signatures under the E-Signatures Act, there is a possibility that documents affixed with non-certified e-signatures that satisfy the abovementioned conditions are likely to have the same evidential value as Certified E-Signatures.</li> <li>• However, the validity of e-signatures regardless of whether certified or non-certified has not yet been tested in the Japanese courts.</li> </ul>
<b>Luxembourg</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>• if a wet ink signed document is required, for example, for contracts that create or transfer rights in real estate and contracts that require by law the involvement of courts, public authorities or professions exercising public authority</li> </ul>	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>• same as email execution</li> </ul>	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>• same as email execution</li> </ul>
	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>• the parties must validly consent to this method of execution and agree to exchange the executed documents in this manner</li> <li>• there are no concerns regarding the evidential value as the signatories signed by hand</li> <li>• the documents exchanged by email are copies only and not originals. However, the hard copy documents signed by the parties are originals and could be produced if required</li> </ul>	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>• the Civil Code requires an electronic signature to: <ul style="list-style-type: none"> <li>– identify the author of the act;</li> <li>– demonstrate the author's adherence to the contents of the act; and</li> <li>– guarantee the integrity of the act</li> </ul> </li> <li>• it is unlikely that a jpeg signature will fulfil these conditions so it may not be recognised as a valid electronic signature for evidential purposes however, a jpeg signature will still be admissible in court</li> </ul>	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>• same as jpeg signatures unless the signature is a QES in which case the applicable eIDAS QES requirements must be complied with. In such case the Civil Code requirements will be satisfied and the signature will have the presumption of authenticity</li> </ul>

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<b>New York</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>the Electronic Signatures and Records Act (ESRA) excludes certain classes of documents from the general rule that electronic signatures and records are deemed the same as wet ink signatures and hard copy originals, including:</li> <li>where a wet ink signature is specifically required by other law (for example, certain judicial, regulatory, registry, or other governmental filings or documents; two illustrative examples are: recorded real estate documents where the local recording office has elected not to accept electronic signatures and documents involved in bankruptcy cases where local rules require wet ink signatures)</li> <li>negotiable instruments and other instruments of title (unless an authoritative electronic version is created that is unique, identifiable and unalterable and cannot be copied except in a form that is readily identifiable as a copy)</li> </ul>	<p><u>Examples of exceptions</u></p> <p>Same as email execution</p>	<p><u>Examples of exceptions</u></p> <p>Same as email execution</p>
	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>ESRA is technology neutral, so does not differentiate between methods of electronically signing for example, in terms of their evidential weight</li> <li>the most essential element of a valid electronic signature is the intent of the signatory to sign the document in question. Absent this, the e-signature may be invalid</li> </ul>	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>as with email execution, intent is the touchstone. Where a party's name is automatically affixed to an electronic document (such as by being automatically printed on each page), rather than purposefully attached under circumstances indicating an intent to be bound, it may not constitute a valid e-signature</li> <li>the affixation of the jpeg signature to the electronic document must be performed by an authorised signatory</li> </ul>	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>establishing the purported signatory's exclusive control over the e-signature account used to execute the document has emerged as an issue in common law cases arising in other states</li> </ul>

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<b>Poland</b>	Yes (subject to exceptions and conditions).	Yes (subject to exceptions and conditions).	Yes (subject to exceptions and conditions).
	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>if a wet ink signature, including notarial deeds, or QES is required by law or a contractual arrangement, the document cannot be signed by email. Examples include: real estate purchase agreements, registered pledge agreement, declaration on mortgage.</li> </ul>	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<p><u>Examples of exceptions</u></p> <ul style="list-style-type: none"> <li>same as email execution unless the platform satisfies the eIDAS QES requirements and a QES is generated or the signatory holds its own QES obtained from a different trusted provider and the platform licence allows for using such QES.</li> </ul> <p>The e-signing platform cannot be used for documents which have to be made in the form of notarial deeds or require notarisation of signatures.</p>
	<p><u>Additional conditions or considerations</u></p> <ul style="list-style-type: none"> <li>email will not have the same evidential value as a wet-ink signature</li> <li>certain documents require a certified date (<i>data certa</i>) to be valid or to produce legal effects – such date may be affixed to the wet ink document by a notary public or in the case of documents made in electronic form with QES by affixing to it an eIDAS qualified electronic time stamp (QETS)</li> </ul>	<p><u>Additional conditions or considerations</u></p> <p>Same as email execution.</p>	<p><u>Additional conditions or considerations</u></p> <p>Same as email execution unless the signature is a QES in which case the applicable eIDAS QES requirements must be complied with.</p> <p>Considerations regarding certified date need to be taken into account.</p>

Jurisdiction	Email execution	Jpeg signatures	E-signing platforms
<b>Singapore</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>the Exclusion List set out in the Electronic Transactions Act (Cap. 88) (the Act) includes negotiable instruments, documents of title, bills of exchange, indentures, declarations of trusts, powers of attorney and contracts for the sale or other disposition of immoveable property</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>
	<u>Additional conditions and considerations</u> <ul style="list-style-type: none"> <li>satisfaction of procedural signing requirements required by the Act</li> <li>where deeds are concerned, a witness must be physically present and able to sign the attestation clause</li> <li>as the legal position on electronic execution of deeds is unsettled, it is preferable to avoid electronic execution of deeds</li> </ul>	<u>Additional conditions and considerations</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<u>Additional conditions and considerations</u> <ul style="list-style-type: none"> <li>same as email execution</li> <li>an electronic signature generated by an e-signing platform can amount to a Secure Electronic Signature under the Act. A Secure Electronic Signature is afforded an additional level of protection for a contracting party in the form of several presumptions in any proceedings involving such a signature</li> <li>to amount to a Secure Electronic Signature, the electronic signature must satisfy verification requirements set out in the Act</li> </ul>

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<b>Slovakia</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<p><u>Examples of exceptions</u></p> <p>If a written form of the document is required by law, a contractual arrangement or the internal policies of one of the parties, it is not recommended to sign the document this way.</p> <p>Documents which need to (i) be made in the form of a notarial deed, (ii) be apostilled or are subject to superlegalization, or (iii) be made in the presence of a notary public or witnesses cannot be signed this way.</p>	<p><u>Examples of exceptions</u></p> <p>Same as email execution.</p>	<p><u>Examples of exceptions</u></p> <p>Same as email execution, except for documents signed by a QES.</p> <p>Documents that are required to be in writing can be executed using a platform if the platform complies with the eIDAS QES requirements and allows for a QES signature to be created.</p> <p>If a verified signature is required (e.g. for an agreement on transfer of an ownership interest in a limited liability company), the document must be signed by a QES and the signatory must attached a qualified time stamp to it.</p>
	<p><u>Additional conditions or considerations</u></p> <p>If the document is to be filed with an authority, it should be checked whether the relevant authority accepts documents in electronic form and, if so, in what format.</p>	<p><u>Additional conditions or considerations</u></p> <p>Same as email execution.</p>	<p><u>Additional conditions or considerations</u></p> <p>Same as email execution.</p> <p>Each party should confirm that the platform satisfies their own IT requirements and internal policies as to cloud access, cyber security and other requirements, including those related to the protection of personal data.</p>

<sup>1</sup> Subject to exceptions and conditions

Jurisdiction	Email execution	Jpeg signatures	E-signing platforms
<b>Spain</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>• if wet ink signatures are required, for example, certain negotiable instruments</li> <li>• documents that need to be raised to the status of public deed by a notary public, and/or entered in the relevant public Registry, or any other formality is required</li> <li>• certain commercial contracts in Spain are raised to the status of public deed for different reasons usually to certify evidence of capacity and validity and because public deeds are considered executive title for enforcement purposes</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>• same as email execution</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>• same as email execution</li> </ul>
	<u>Additional conditions and considerations</u> <ul style="list-style-type: none"> <li>• satisfaction of procedural signing requirements established in the contract</li> </ul>	<u>Additional conditions and considerations</u> <ul style="list-style-type: none"> <li>• satisfaction of procedural signing requirements established in the contract</li> <li>• only a QES has a presumption of authenticity if judicially challenged. For non QES electronic signature, the court will take into account the terms of any agreement between the parties to use an electronic signature when determining the authenticity of the signature, however, there must be sufficient evidence for the court to recognise authenticity</li> </ul>	<u>Additional conditions and considerations</u> <ul style="list-style-type: none"> <li>• same as jpeg signatures</li> <li>• IT/ cloud security requirements must be satisfied</li> <li>• if the signature is a QES and the applicable eIDAS QES requirements have been complied with it will have the presumption of authenticity</li> </ul>

<sup>1</sup> Subject to exceptions and conditions

Jurisdiction	Email execution	Jpeg signatures	E-signing platforms
<b>The Netherlands</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<p><u>Examples of exceptions:</u></p> <ul style="list-style-type: none"> <li>documents which by law require the intervention of a court, a public authority (for example, a civil law notary) or a professional who exercises a public function, for example notarial deeds such as a deed of transfer of shares or real estate</li> <li>documents which by law require a QES, for example documents which require an electronic signature under the Land Register Act, electronic insurance policies and electronic arbitral awards</li> </ul>	<p><u>Examples of exceptions:</u></p> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<p><u>Examples of exceptions:</u></p> <ul style="list-style-type: none"> <li>same as email execution unless a QES signature is required and the platform complies with the eIDAS QES requirements and generates a QES signature</li> </ul>
	<p><u>Additional conditions and considerations</u></p> <ul style="list-style-type: none"> <li>while a QES constitutes binding evidence, simple electronic signatures and advanced electronic signatures only constitute binding evidence if, for each such signature, the signing method is sufficiently reliable, taking into account the purpose for which the signature is used and all other relevant circumstances</li> <li>if a simple electronic signature or advanced electronic signature is not considered by a court to constitute binding evidence, such signature is nevertheless admissible in evidence provided that the relevant procedural requirements are complied with</li> </ul>	<p><u>Additional conditions and considerations</u></p> <ul style="list-style-type: none"> <li>same as for email execution</li> </ul>	<p><u>Additional conditions and considerations</u></p> <ul style="list-style-type: none"> <li>same as for email execution</li> <li>where a QES signature is required the platform has to comply with the eIDAS QES requirements in order to generate a QES</li> </ul>

<sup>1</sup> Subject to exceptions and conditions

Jurisdiction	Email execution	Jpeg signatures	E-signing platforms
<b>UAE (including DIFC<sup>2</sup>)</b>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>if wet ink signatures are required for example, the document is required to be notarised or the document relates to the sale, purchase or lease of immovable property</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>	<u>Examples of exceptions</u> <ul style="list-style-type: none"> <li>same as email execution</li> </ul>
	<u>Additional conditions and considerations</u> <ul style="list-style-type: none"> <li>satisfaction of procedural signing requirements</li> </ul>	<u>Conditions and considerations</u> <ul style="list-style-type: none"> <li>satisfaction of procedural signing requirements</li> <li>necessary authority to attach a jpeg signature (if not the signatory)</li> <li>it will be for the UAE Courts and/ or the DIFC Courts (as the case may be) to decide, in a particular case, whether a jpeg signature has been correctly used and what weight it should be given (for example in relation to the authentication or integrity of a message) against other evidence. The area is untested</li> </ul>	<u>Conditions and considerations</u> <ul style="list-style-type: none"> <li>in the UAE, IT/ cloud security requirements must be satisfied and authentication is established on a graduated scale depending on the platform. However, it remains unclear as to whether an e-signature platform would require certification (as to the authenticity of the security used for the platform) under UAE law. The DIFC law does not prescribe specific IT/cloud security requirements for e-signing platforms. However, best practice would suggest robust IT/cloud security systems are in place</li> <li>it will be for the UAE Courts and/ or the DIFC Courts (as the case may be) to decide, in a particular case, whether an e-signature has been correctly used and what weight it should be given (for example, in relation to the authentication or integrity of a message) against other evidence. The area is untested</li> </ul>

<sup>1</sup> Subject to exceptions and conditions

<sup>2</sup> This analysis does not cover the Abu Dhabi Global Market (ADGM) which presently has not enacted specific legislation dealing with e-signatures.



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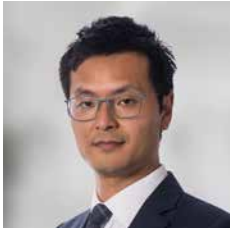


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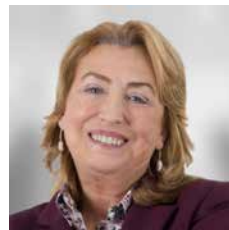


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