Electronic Signature Policy
(Least Restrictive Version)

# PURPOSE

The purpose of this Electronic Signature Policy (the “Policy”) is to authorize [Company] (together with [Company]’s subsidiaries and related entities, “Company’s”) use of Electronic Signatures and Digital Signatures (collectively, “e-Signatures”).

# CUSTODIAN OF THIS POLICY

Company’s Legal department is the custodian of this Policy. For any inquiries related to this Policy, please contact [\_\_\_\_\_].

#  SCOPE OF POLICY

* 1. Scope of Policy. This Policy applies to Company wherever it operates and applies unless another Company policy or procedure expressly provides that a particular signature method is required.
	2. Policy Does Not Supersede General Signature Authorization. This Policy does not address who within the Company is authorized to sign a document, or when or what any employee may sign. Policies related to Company signature authority can be found at [\_\_\_\_\_] or by contacting [\_\_\_\_] at [\_\_\_\_\_].

#  DEFINITIONS[[1]](#footnote-1)

* 1. “Digital Signature” means an electronic signature that can be used to authenticate the identity of the signer as well as the integrity of the signed document through the use of a public key cryptography and a digital certificate. Digital Signatures are sometimes referred to as ‘advanced electronic signatures’, ‘qualified electronic signatures’, or other terms in jurisdictions outside of the United States.
	2. “Electronic Record” means a contract, or other document created, generated, sent, communicated, received, or stored by electronic means.
	3. “Electronic Signature” means an electronic symbol, or process, attached to, or logically associated with, a contract or other record intended to serve as a signature. Examples of an electronic signature include checking the “Accept” button to accept the terms and be bound by an online “click-through” agreement, signing on an electronic signature pad to approve a credit card purchase, typing a name or symbol on a signature line, or applying a signature image.
	4. “Handwritten Signatures” means a signature created using a pen, pencil, or other manual writing instrument, including their legal equivalent, such as a seal or stamp if such seal or stamp is recognized as a legally binding signature in the applicable jurisdiction (e.g., ingan or inzong in China, dojang or ingam in Korea, and inkan or hanko in Japan).
	5. “Restricted Countries” means any of the following countries:

[NOTE: To be updated by Company. The list of Restricted Countries should be determined based on each Company’s individual risk tolerance. The laws concerning both the enforceability of e-Signatures and the use of e-Signatures for evidentiary purposes are still evolving. Please refer to either or both of the lists below for updated country-by-country information.

<https://www.docusign.com/how-it-works/legality/global>

[Adobe's Map of Electronic and Digital Signatures Around the World](https://acrobat.adobe.com/content/dam/doc-cloud/en/pdfs/acrobat-sign-and-approve-where-are-esignatures-accepted.pdf)

* 1. “Restricted Transactions” means any of the following:
		+ 1. Transactions involving real property, including but not limited to transfers of title of real property (e.g., deeds, titles, lease agreements in certain jurisdictions);
			2. Transactions related to security interests, including but not limited to: UCC filings, mortgages, foreclosures, or any other security documents;
			3. Transactions requiring evidence of notary;
			4. Transactions or documents related to securities or the issuance thereof;
			5. [Transactions made in connection with or containing sensitive information related to Company’s core technologies or strategy (e.g. development agreements, joint ventures, or mergers & acquisitions); and]

[NOTE: In order to use an e-Signature, documents almost always need to be uploaded to the e-Signature software vendor’s servers. The Company should consider their risk tolerance and document storage policies with respect to the storage of sensitive company information outside of the Company. If the Company has particular sensitivities, please use this section to carve out certain transactions that should be restricted from the use of e-Signatures.]

* + - 1. Transactions that specifically require the use of a Handwritten Signature.

# AUTHORIZATION TO USE E-SIGNATURES

Company authorizes the use of e-Signatures for evidence of signature; provided however, e-Signatures may not be used: (i) in connection with Restricted Transactions, [(ii) the where the counterparty is based in a Restricted Country, or (iii) where the choice of law is a jurisdiction governed by a Restricted Country] [NOTE: Please refer to the definition of Restricted Country above for further information about the use of e-Signatures in particular countries].

# STORAGE

For Electronic Records electronically signed by Company, all parties to the record/transaction will be provided a copy of the Electronic Record and Company’s copy of the Electronic Records will be retained consistent with Company’s existing document retention policies.

1. Note: This policy is structured to be as open as possible to the acceptance of e-Signatures. There are minimal carve outs for certain transaction types (e.g. real property transactions) where the use of e-Signatures are not enforceable or may expose the Company to an intolerable amount of risk. Additionally, for the use of E-Signatures internationally, please refer to DocuSign Link and the AdobeSign Link for additional information on the enforceability of e-Signatures internationally. [↑](#footnote-ref-1)