Electronic Signature Policy
(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”) for the execution of Authorized Document Types.

# 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. This Policy 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 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. “Authorized Document Types” means the following types of documents:
		1. Unmodified standard Company agreements (e.g., non-disclosure, sales, or procurement agreements);
		2. All subsidiary intercompany contracts, (e.g., intercompany research and development, loan contracts, commission agency and subcontracting services agreements);
		3. Any internal approvals, including, but not limited to, approvals and written consents by the board of directors and officers of Company;
	2. “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.
	3. “Electronic Record” means a contract or other document created, generated, sent, communicated, received, or stored by electronic means.
	4. “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.
	5. “Handwritten Signature” means a signature created by a person using a pen, pencil, or other manual mechanical writing instrument or 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).
	6. “Restricted Countries” means any of the following countries:
		1. [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 a list 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 a 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 and acquisitions); and
			6. Transactions that specifically require the use of a Handwritten Signature.

# AUTHORIZATION TO USE E-SIGNATURES

* 1. Authorization. Company authorizes the use of e-Signatures for evidence of signature on Authorized Document Types; provided however, if the Authorized Document Type is related to: (i) a Restricted Transaction, (ii) the counterparty is based in a Restricted Country, or (iii) the choice of law is a jurisdiction governed by a Restricted Country, then e-Signatures may not be used.
	2. Required Electronic Signature Software.
		1. General. If a Company employee would like to use e-Signatures on an Authorized Document Type in accordance with Section 5.1, please contact [\_\_\_] in order to establish an account with [\_\_\_\_\_\_].
		2. Outbound Agreements. After contacting [\_\_\_\_], and establishing an account with [\_\_\_\_], a Company employee may use e-Signatures on outbound Authorized Document Types in accordance with Section 5.1.
		3. Inbound Agreements. If a Company employee would like to sign an Authorized Document Type using an e-Signature on an inbound agreement, where the e-Signature process is initiated by the counter-party using the counter-party’s selected software, then it is each Company employee’s responsibility to establish the following:
			+ 1. The use of an Electronic Signature complies with Section 5.1.
				2. The Electronic Signature Software is [ADD SOFTWARE HERE]. If the counterparty has elected to use another Electronic Signature software vendor, you may not sign on behalf of the Company using an e-Signature without the prior approval of [\_\_\_].
				3. Any questions as to whether the software selected by a counterparty on an inbound agreement is compliant with this Policy, please contact [\_\_\_].

# STORAGE

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

1. Note: This policy is structured to restrict e-Signatures to certain Authorized Document Types and prohibit the use of e-Signatures on certain Restricted Transactions and within certain Restricted Countries. For each of the foregoing categories we have provided examples. These examples are not intended to be definitive and they should be modified and tailored to each Company’s specific risk profile and business conditions. [↑](#footnote-ref-1)