

## ELECTRONIC SIGNATURE

### What is an electronic signature?

Generally speaking, an electronic signature (or e-signature) is a technical process logically associated with a document which two (or more) individuals or organizations (the signatories) agree to rely on in order to express their intent to sign such document. Three components are therefore necessary: a document, a signatory and an e-signature tool. While the tool most commonly used for handwritten signatures is a simple pen, electronic signature tools are typically more complex.

From a regulatory standpoint, an electronic signature is a broad category that encompasses many types (or levels) of electronic signatures.

Depending on the country it is used in, there are differences in purpose, legal acceptance, technical implementation and cultural acceptance of electronic signatures. In particular, e-signature requirements tend to vary significantly between most “civil law” countries (including the European Union and many countries in South America and Asia), and most “common law” countries (such as the United States, Canada and Australia). Civil law countries typically support a “tiered” approach including higher levels of signature often called digital or qualified electronic signatures (typically required for specific types of contracts), as opposed to common law jurisdictions which are typically more technology-neutral.

In addition, some industries (such as healthcare or banking) and documents (such as marriage or adoption contracts) may require a higher level of e-signature.

### What are the laws and regulations in Singapore?

Electronic signatures are permitted in Singapore per the Electronic Transactions Act (ETA) (Sec. 8). Natively electronic contracts in Singapore are also generally allowed under the ETA.

In order for an electronic signature to be legally valid, there must be a:

1. method to identify the individual signing and indicate the person's intention relating to the information in the electronic record (i.e. did the individual intend to agree to this contract); and,
2. the method is either:
  - reliable and appropriate for the purpose of the document, considering all circumstances and relevant agreements, or
  - proven to have fulfilled the first requirement by itself, or in conjunction with other evidence.



For electronic signatures to be considered "secure" under the ETA (Sec. 18), the electronic signatures must follow security procedures so that the following can be verified:

- the signature is unique to the individual signing;
- the signature is capable of identifying the signer;
- the signature was created in a way that was under the sole control of the person signing; and,
- the signature was linked to the electronic record in a way that prevents other changes (if the record was changed after signing, it would invalidate the electronic signature).



### Is an electronic signature valid in Singapore?

Yes. Electronic signatures are generally considered appropriate for HR documents in Singapore, if they meet the requirements above. When using electronic signatures, ensure that appropriate safeguards are in place and that the individual who signed the document can be verified.

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