

# Sample Electronic Signature of Contracts

## 1. Introduction

Below is a sample clause that can be used where the parties agree to execute an agreement by electronic signature (amongst other things) and confirm their intention to be bound by the agreement as if signed by their manuscript signature.

The clause is drafted with flexibility, both in the form that the electronic signature takes as well as the manner in which the parties wish to execute the agreement. The clause allows for both parties to sign by electronic signature, both parties to sign by manuscript signature or one party to sign by electronic signature and the other party by manuscript signature. This flexibility allows the clause to be used without amendment.

Deeds as well as simple contracts may be executed by electronic means and the Law Society has confirmed that it is possible for a deed to be validly executed, witnessed and delivered by electronic means. However, this template as drafted is only appropriate for simple contracts.

The purpose of this clause within a contract is not that it is legally necessary, but to clarify and reinforce the parties' confidence that their electronic signatures are as good as their legal position clear to the signatories that their signatures are intended to be evidence of their intention to be bound by the agreement and that an electronic signature is not inadmissible as evidence of authentication just because it is electronic.

This clause is drafted in accordance with our electronic signatures guidance note which can be found at [www.simple-docs.com/e-signatures](#) as regards electronic signatures.

An electronic signature is defined as:

- typing or otherwise creating a signature;
- a scan of a handwritten signature (in the form of an image) into an electronic document;
- clicking on a name or other identifier in an electronic communication; and
- using a software application or electronic signature platform to generate an electronic signature, whether a handwritten signature or a digital signature using public key cryptography, which is cryptographically backed by a digital certificate from the provider (or providers) and which is intended to verify the identity of the signatory.

We have also included a sample counterparts clause for completeness.

These clauses are intended to be included at the end of a contract and usually after the governing law clause(s).

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**2. Sample ele**

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nt may be signed by:

a) Both parties  
takes); or

ature (whatever form the electronic signature

b) Both parties

signature; or

c) One party s  
takes) and t

ature (whatever form the electronic signature  
manuscript signature.

Each party f  
party's inter  
their manus

at electronic signature will be as conclusive of a  
agreement as if signed by that party by means of

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executing th

pending on the legal personality of the party

**3. Sample co**

a) This agreem  
executed sh  
constitute th

any number of counterparts, each of which when  
original, but all the counterparts shall together

b) No counterp  
counterpart

l each party has executed at least one

**4. Best practi**

**Electronic execution**

The Final R  
Documents  
[here](#)) includ  
guidance ca

king Group on the Electronic Execution of  
port in February 2023 and can be accessed  
e for the use of electronic execution. The  
owing five high-level principles:

a) Agree as ea  
procedure f

document is to be executed electronically and the

b) Where a sig  
security/saf  
intention to

ed, choose one that provides at least a minimum  
a strong audit trail that demonstrates an

c) Consider wh  
fact that the  
necessary a

e to record the identity of the signatory and the  
he document and has the intention to be bound is

d) Where poss  
so that thes

ions to vulnerable customers or counterparties  
method of signing that suits their needs.

e) Intention to  
identities, b

asier to demonstrate for those with secure digital  
e essential.

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5. **Property documents**

The execution of general corporate, commercial and other documents and procedures should not be used in the execution of property documents.

Property documents are not the same as for general documents. The execution processes and procedures for property documents should not be used in the execution of general documents.

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