

## **What you need to know about e-Signatures**

The law and practice and remote public and court services in Qatar

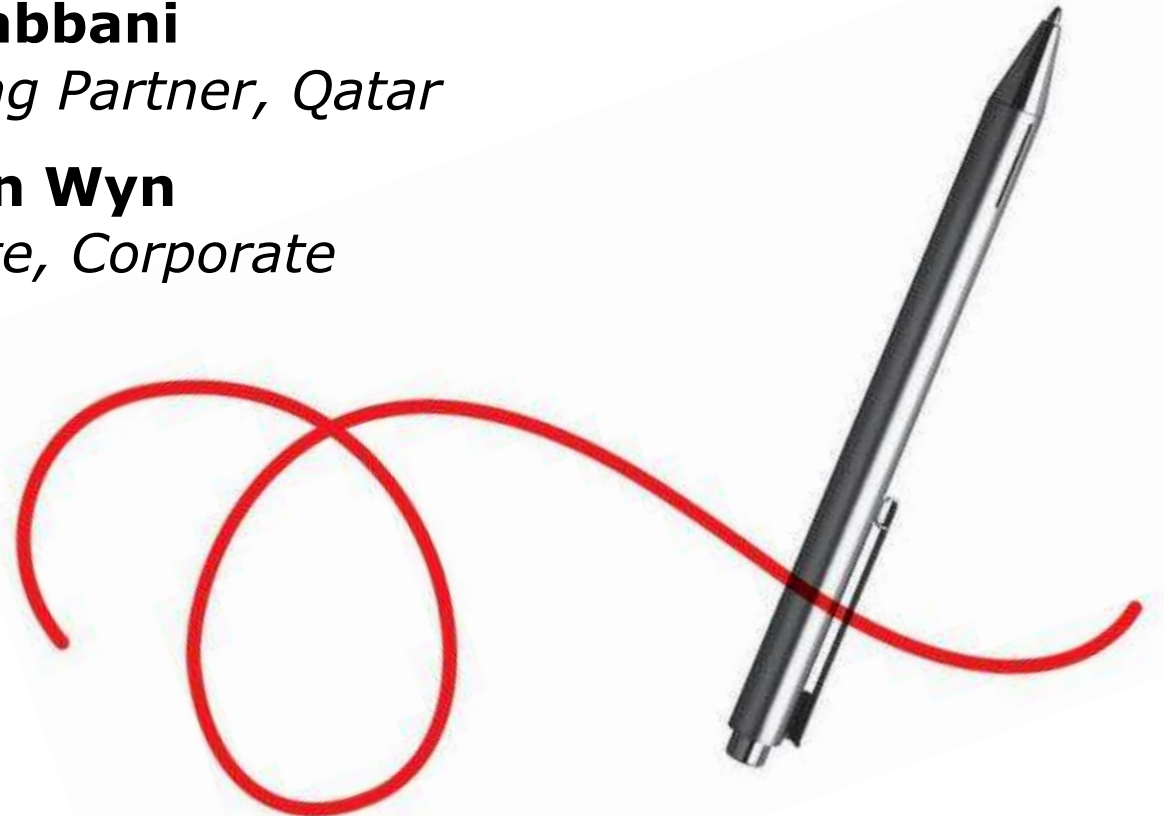
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**Dani Kabbani**

*Managing Partner, Qatar*

**Rhydian Wyn**

*Associate, Corporate*



## **We will cover:**

1. Law and practice around E-signatures
2. Remote public and court services
3. Q&A session

# **1. Law and practice around E-signatures**

# 1. Law and practice around E-signatures

## State level: defining E-signatures



- E-Commerce Law No. 16 of 2010, defines E-Signatures as:
- *"letters, numbers, symbols or others affixed to a data message, which uniquely identify the signatory from others in order to indicate the signatory's approval on the data message."*



# 1. Law and practice around E-signatures

## Basic Principles



- Article 4 provides that *“an offer or acceptance of an offer may be expressed, in whole or in part, by means of electronic communications.”*
- *“A contract or transaction shall not be denied validity or enforceability solely on the grounds that one or more electronic communications were used in its formation.”*
- No signature necessarily required for a contract to be validly formed under the Civil Code (Law No. 22 of 2004)
- ‘Basic’ e-signatures could evidence an offer or acceptance of an offer eg typing the name of the signatory, adoption of a signature symbol, or signature drawn by means of a stylus on a tablet or smartphone
- Recommended to use advanced or ‘proper’ e-signatures



# 1. Law and practice around E-signatures

## Advanced or 'proper' Electronic Signatures



- “Where any law requires the signature of a person or identified consequences for the absence of the signature of a person, that requirement is satisfied if the conditions stipulated in Article (28) are met” (Article 22)
- To satisfy Article 28, an electronic signature essentially needs to be created using a secure authentication procedure where:
  - the signature creation information is identified with the signatory and no other person
  - the signature creation information is, at the time of signing, under the sole control of the signatory
  - any alteration to the electronic signature, made after the time of signing, is detectable
  - where a purpose of the legal requirement for a signature is to provide assurance as to the integrity of the information to which it relates, any alteration made to that information after the time of signing is detectable

# 1. Law and practice around E-signatures


## Advanced or 'proper' Electronic Signatures



- Advanced Electronic Signature:
  - highly secure form of e-signature
  - subject to secure certification procedures agreed by the parties
  - enables verification that, at the time of signing, the e-signature was:
    - limited to the person using it
    - capable of verifying the identity of the person
    - under that person's full control, and
    - linked to the electronic communication to which it relates
- DocuSign and AdobeSign are among the most established service providers, able to issue completion certificates containing an effective audit trail

# 1. Law and practice around E-signatures

## Certificate of Completion (DocuSign)



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**Certificate Of Completion**



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Subject: Project Beta - Documents For Electronic Signature	
Source Envelope:	
Document Pages: 51	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	
	Envelope Originator: Tom Jackson One Wood Street London, London EC2V 7WS tomjackson@eversheds-sutherland.com IP Address: 193.129.103.99

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**Record Tracking**

Status: Original 09 January 2019   16:25	Holder: Tom Jackson tomjackson@eversheds-sutherland.com	Location: DocuSign
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Signer Events	Signature	Timestamp
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<b>Electronic Record and Signature Disclosure:</b> Accepted: 09 January 2019   21:00 ID: 35b4919b-cc9c-452b-a5fb-d52adb3d6664		
Peter Hill tomjackson1@googlemail.com Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 193.129.103.99	Sent: 09 January 2019   20:54 Resent: 09 January 2019   21:40 Viewed: 09 January 2019   21:39 Signed: 09 January 2019   22:15
<b>Electronic Record and Signature Disclosure:</b> Accepted: 09 January 2019   21:39 ID: de65d52a-eef4-47db-b30e-f5d0d274a28d		
Tom Jackson tomjackson@eversheds-sutherland.com Senior Legal Technologist & Lawyer Eversheds Sutherland Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 193.129.103.99	Sent: 09 January 2019   22:15 Viewed: 09 January 2019   22:15 Signed: 09 January 2019   22:16
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp



# 1. Law and practice around E-signatures



Exceptions: when is the use of E-signatures not allowed?

E-Commerce Law recognises e-signatures as having evidential weight. However, E-signatures cannot be used in:

- documents relating to family and personal status
- negotiable commercial instruments in accordance with the provisions of the Commercial Law (No. 27 of 2006)



# 1. Law and practice around E-signatures

Qatar Financial Centre



- No specific regulations on e-signatures
- Article 8 Contract Regulations 2005: *“Nothing in these Regulations requires a contract to be made or evidenced in writing or by a particular form. It may be proved by any means, including witnesses.”*
- Definition of “signed” in QFCA Rules expressly contemplates *“physical signature or **electronic signature.**”*



# 1. Law and practice around E-signatures

## English law contracts

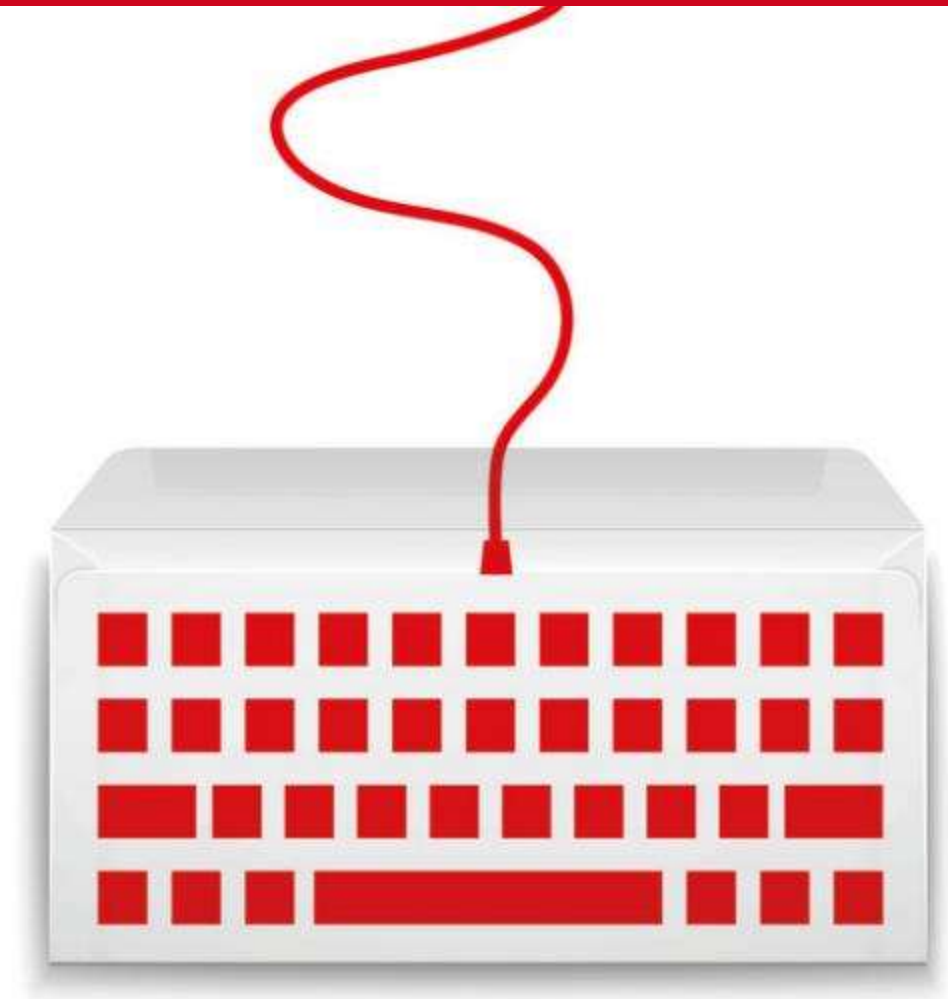


- E-signatures are recognised as valid, provided there is **intention** – eIDAS Regulation (EU), UK's Electronic Communications Act 2000, case law
- Definition: "*Data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign*" (eIDAS Regulation)
- Can be 'simplified', 'qualified' or 'advanced'
- Recognised as admissible evidence
- Limitations to electronic signing for certain documents – eg Deeds (Note – Law Commission Guidance)
- Overseas companies must comply with local jurisdictional requirements for execution

# 1. Law and practice around E-signatures

## Practical considerations

- Reminder: a signature is not always required to form a legally binding contract
- Type of E-Signature
- Contractual principles
- Evidence of Intention
- Review of contractual arrangements



## **2. Remote Public and Court Services**

## 2. Remote Public and Court Services



### Remote services

- Ministry of Commerce and Industry:
  - establishing a new company
  - renewing Commercial Registration
  - changing and updating name and partners
- Real Estate Registration and Documentation Department
- ‘Hukoomi’ e-Government portal
- Metrash 2



## 2. Remote Public and Court Services

### Court services

- Courts of the State of Qatar:
  - online submission of claims
- QICDRC (QFC):
  - first fully remote hearing on 7-8 April 2020
  - judges, lawyers and court staff across four different countries



## 2. Remote Public and Court Services

### Use of popular messaging apps

- WhatsApp and SMS:
  - useful but secure?
  - sending copies of signed documents
  - admissibility in court





# Any Questions?



**Dani Kabbani**

*Managing Partner, Qatar*

**T:** +974 4402 5911

**M:** +974 5552 4295

[danikabbani@eversheds-sutherland.com](mailto:danikabbani@eversheds-sutherland.com)

**Rhydian Wyn**

*Associate, Corporate*

**T:** +974 4402 5906

**M:** +974 7022 0453

[rhydianwyn@eversheds-sutherland.com](mailto:rhydianwyn@eversheds-sutherland.com)

**[eversheds-sutherland.com](https://eversheds-sutherland.com)**

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