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Signing with e-signature in CEE

A comparative guide

2026

Contents

3 Introduction >

5 Definitions >

6 E-signatures under employment law >

18 E-signatures on commercial contracts >

30 E-signatures under real-estate law >

38 E-signatures under corporate law >

50 E-signatures on banking and finance contracts >

62 Your key contacts >

Introduction

Digital transformation continues to reshape the way businesses operate - accelerated by AI, automation, and the increasing demand for remote-friendly, efficient workflows. In 2025, digital contracting and electronic signatures are no longer just convenient alternatives; they are expected norms in commercial, HR, and legal processes. As regulatory frameworks mature and technology advances, businesses are leveraging e-signatures to streamline operations, reduce costs, enhance security, and meet ESG and sustainability goals more effectively than ever.

This guide to electronic signatures in the Central and Eastern European region (CEE) is intended to show companies and organisations which electronic signature and electronic contracting solutions are accepted as legally binding. It gives information on the acceptance and enforceability of contracts and legal statements signed with electronic signatures, the type of electronic signatures which are legally binding, and other digital solutions for contracting and making legal statements.

Based on our CEE-wide survey, we have established that the type of electronic signature depends on whether the national law mandates the written form for an agreement or other legal statement, and what kind of electronic signature is considered sufficient. Therefore, our starting point is the definition of what constitutes a written statement and types of e-signatures accepted by each national law. We then give examples of agreements and legal statements where the written form is mandatory in each practice area. Finally, we explain the cases when only a wet-ink signature is acceptable, and no electronic signatures are allowed.

This guide focuses on the most important legal areas where electronic signatures are usually used: employment law, commercial contracts, real estate law, corporate law and banking and finance contracts. This guide additionally includes helpful at-a-glance charts that compare the different legal situations and uses of e-signatures in CEE countries.

We focus on nine countries: Bulgaria, the Czech Republic, Hungary, Poland, Romania, Serbia, Slovakia, Slovenia and Ukraine.

With over 35 years' experience in Central and Eastern Europe, CMS supports clients through 16 fully integrated, full-service offices across the region. Our teams combine in-depth local knowledge with cross-border expertise to deliver practical, business-focused legal advice—whether in a single market or across multiple jurisdictions.

We have unparalleled experience in cross-border investment projects. Our clients benefit from well-established contacts with governments and investment authorities, and from a clear, commercial approach to our clients' needs.

This guide provides high-level advice. Needless to say, national legal systems are usually complex and can easily trap the unwary. It is, therefore, essential that you seek comprehensive legal advice.



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Definitions

This guide covers several types of e-signatures that have different legal relevancy and uses the following terms throughout.

Electronic signature or e-signature, which covers all technologies and digital solutions that enable businesses and individual persons to create electronic signatures, including putting the image of a handwritten signature on a document, signing with pin codes, signing via ticking a checkbox, typing the name on an electronic document, or signing with an e-signature certification issued by a trusted service provider. As a high-level definition, an electronic signature is electronic data which is attached to or logically associated with other electronic data and which the signatory uses to sign.

In comparison with an electronic signature, a **digital signature** is technology that uses algorithms and encryption-decryption methods to detect unauthorised modifications to data and to authenticate the identity of the signatory (electronic identification). Digital signatures use PKI to verify the identity of a signatory. PKI uses two keys, one public and one private, for unique identification. Both the sender and recipient must have a digital certificate from a certificate authority.

Simple/standard electronic signature (SES), which means electronic data that is used by the signatory to sign and is attached to or logically associated with other electronic data, e.g. if a person attached his/her signature panel or name to the end of an email or simply typed his/her name at the end of a Word document. A SES does not verify the issuer's personal identity or the integrity of the text, i.e. it cannot be guaranteed that the text has not been changed.

Advanced electronic signature (AES), which is a special and more secure type of digital signature that it is uniquely linked to, and capable of identifying, the signatory. However, AES is not able to guarantee the identity of the signatory, because even though it is based on a certificate, such a certificate could be issued by anyone, including the signatory himself.

Qualified electronic signature (QES), which is a special type of AES digital signature that is created by a qualified electronic signature creation device and is based on a qualified certificate for electronic signatures. A QES and related qualified certificate can only be issued by a qualified trust service provider, which is authorised by a supervisory body in each country.

Electronic time stamp, which is a digital data that certifies the date an electronic signature was created.

The eIDAS Regulation: Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, which applies directly in each EU country in the CEE region (Bulgaria, Croatia, the Czech Republic, Hungary, Poland, Romania, Slovakia and Slovenia).

It should be noted that under the eIDAS Regulation, in EU member states an electronic signature cannot be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in electronic form or that it does not meet the requirements for qualified electronic signatures. Furthermore, the eIDAS Regulation stipulates that a qualified electronic signature will have the equivalent legal effect of a handwritten (wet-ink) signature, and a qualified electronic signature based on a qualified certificate issued in one EU member state will be recognised as a qualified electronic signature in all other member states.

However, it varies from country by country whether other types of electronic signature, e.g. an AES or SES, are accepted as having the equivalent legal effect of a handwritten, wet-ink signature.

E-signatures under employment law

Employers and employees can use e-signatures to sign different types of unilateral or bilateral legal statements related to their employment relationship, including but not limited to termination notices, employment contracts, agreements to modify employment contracts, employers' notifications, instructions to employees, and employers' offer letters to candidates.

However, it differs from country to country as to what type of electronic signature has legal effect, whether documents signed with different types of e-signatures qualify as written statements, and which legal statements must be in the written form.



Bulgaria

When does a legal statement qualify as a written document under employment law?

A legal statement by the employer is considered in the written form:

a. if the paper legal statement is signed with a handwritten signature;
b. if an electronic statement is signed with a qualified electronic signature (which is equivalent to a handwritten signature).

However, electronic statements in an employment context are subject to the additional requirement of the Bulgarian Ordinance on the type and requirements for the creation and storage of electronic documents in the employment file of the employee or civil servant. The Ordinance also provides that the employer and employee must give explicit written consent to be addressees of electronic statements. There are also very strict and detailed requirements for the information system used by the employer for serving electronic statements. The system must: a. ensure certification of all actions in the system with a qualified electronic stamp; b. ensure identification of the persons and electronic addresses from which all operations are carried out; c. deploy electronic registered delivery service.

Examples of legal statements and contracts where the written form is mandatory under employment law

The written form is mandatory for multiple legal statements in employment context, such as the employment contract and its modifications to it, the termination of an employment relationship, orders of the employer's orders, a job description, etc. These documents may be in electronic form, subject to the above rules on e-signing in employment context.

In which cases are only documents with wet-ink signatures accepted under employment law?

In principle, there are no such cases. However, employees may at any time withdraw their consent to be addressees of electronic statements. Electronic statements after such withdrawal could be invalid.

Czech Republic

When does a legal statement qualify as a written document under employment law?

Written legal statements require the signature of the acting person to be valid. The signature may be replaced by mechanical means where standard.

Legal statements in electronic (or other technical) form are also deemed to be written legal statements if it is possible to capture the content and identify the acting person.

According to the Czech Labour Code, signing and delivering unilateral documents issued by the employer regarding the termination of employment (e.g. termination notice, immediate termination, warning letter) and salary statements electronically is possible, provided that specific conditions are met. The documents must be signed with an advanced electronic signature based on a qualified certificate or qualified electronic signature. Moreover, their electronic delivery is generally only possible if the employer duly informed the employee about the rules of electronic delivery of such documents, the employee explicitly agreed to the electronic delivery and provided a private electronic address (e.g. e-mail) to which the employer shall deliver the termination documents. Salary statements signed with a qualified electronic signature may also be delivered electronically without meeting the above conditions; however, the employee must confirm their receipt. If the employee fails to do so, the delivery is deemed null and void.

On the other hand, an advanced electronic signature based on a qualified certificate or qualified electronic signature is unnecessary for the execution of important agreements such as an employment contract, amendments to it or termination agreements. For these documents, the employer must only send an electronically executed agreement to the employee's private electronic address (e.g. e-mail) that the employee provided to the employer for this purpose.

Examples of legal statements and contracts where the written form is mandatory under employment law

As a general rule, an employment contract and modifications to it, a termination notice and other termination documents, a collective agreement, an agreement to complete a job or to perform work must be in writing and can be signed with an electronic signature. However, a qualified electronic signature or advanced electronic signature based on a qualified certificate is strictly necessary for unilateral termination documents and salary statements in order to be valid.

In collective agreements, all signatures must be on the same document.

In which cases are only documents with wet-ink signatures accepted under employment law?

All documents that are typically issued during employment can be executed electronically, provided that specific rules regarding their execution and delivery are properly followed. For unilateral termination documents, we generally recommend using paper with wet-ink signatures to mitigate potential legal risks.

Currently, Czech labour law does not require an officially verified signature for any specific employment documents, except for one exception: a power of attorney from the employee for the delivery of unilateral termination documents and salary statements, which require an officially verified signature.

However, since 1 July 2022, it has been possible to replace the requirement for officially verified signatures by using certain electronic means.

Hungary

When does a legal statement qualify as a written document under employment law?

If a paper-based legal statement is signed with a handwritten signature. An electronic legal statement will be deemed written if: (1) the signatory can be identified; (2) the time of signature can be identified; and (3) the content of the electronic document is unchanged and this can be proven (integrity).

According to a decision of the Hungarian Supreme Court, not only a QES or AES but other types of electronic signatures can meet these three conditions. However, a court will evaluate and examine this on a case-by-case basis.

Examples of legal statements and contracts where the written form is mandatory under employment law

As a general provision, an employment contract and its modification, a termination notice, an employer's notification of the rights and obligations concerning the employment relationship, TUPE notifications, notification on collective redundancy etc. Based on the analysis of some Hungarian Supreme Court decisions, it can be concluded that the above documents can be signed with qualified, advanced or standard (simple) electronic signature.

In which cases are only documents with wet-ink signatures accepted under employment law?

There are no such cases.

Poland

When does a legal statement qualify as a written document under employment law?

A legal statement is in the written form if it is signed with a wet-ink signature. Such signature must enable the signatory to be identified, so must include at least his/her surname. Polish law recognises that a legal statement made in electronic form is equivalent to the written form if it is signed with a qualified electronic signature (QES).

This means that only qualified electronic signatures are acceptable in the case of electronic legal statements if the written form is mandatory under Polish law.

In contacts between employers and authorities regarding many matters related to employment, such as communication with the Social Security Office and attaining a work permit for a foreigner, the trusted signature and the personal signature (specific types of electronic signatures for communicating with public authorities) are also considered equivalent to wet-ink signatures.

Examples of legal statements and contracts where the written form is mandatory under employment law

Among others, the employer must produce the following employment documents the written form: an employment contract, a termination notice, an alteration letter, non-competition agreement, employment certificate, and referral for initial/periodic medical check-ups. The consequences of failing to comply with the written form vary depending on the type of document.

Recent legislation introduced a requirement for certain employment documents to be in paper or electronic format. For those documents where the written form is not required, an AES, a SES and other forms of electronic signatures can be used.

In which cases are only documents with wet-ink signatures accepted under employment law?

Polish employment law generally allows wet-ink signatures to be substituted with QES. There are no legal provisions that provide for explicit exceptions to this rule.

There are some uncertainties regarding collective labour agreements, so it is advisable to execute them with wet-ink signatures.

Romania

When does a legal statement qualify as a written document under employment law?

If a paper-based legal statement (i.e. a unilateral employment document issued by the employer pursuant to the legal provisions into force) is signed with a handwritten signature. An electronic legal statement will be deemed written if: (1) the document is signed with a valid QES or AES by the signatory or legal representative for legal entities; (2) the time of signature can be identified; and (3) the content of the electronic document is unchanged and this can be proved (integrity).

This means that only electronic documents signed with a qualified electronic signature or advanced electronic signature qualify as a written, advanced or standard electronic signature, and other types of electronic signatures are insufficient if a written form is mandatory under the law.

Examples of legal statements and contracts where the written form is mandatory under employment law

Individual employment contracts and modifications to them, employment documents pertaining to the termination of employment, secondment letters, individual and collective notifications on rights and obligations concerning employment, internal regulations, policies and collective arrangements, and offer letters to employment candidates, must be in writing. If they are in electronic form, only a QES or AES is sufficient. If the employer uses a QES or AES in individual employment contracts (including their modifications) or in any other bilateral agreement or arrangement, the employee must also use QES or AES in order for such documents to be lawfully in force and produce their legal effects.

In which cases are only documents with wet-ink signatures accepted under employment law?

There are no such cases. Nevertheless, wet-ink signatures may be preferred in certain circumstances, such as individual redundancy decisions, where communication is needed by bailiff or post and cannot be made via email.

Serbia

When does a legal statement qualify as a written document under employment law?

If a paper-based legal statement is signed with a handwritten signature.

An employment contract must be signed by the employer and employee.

Examples of legal statements and contracts where the written form is mandatory under employment law

Employment law requires all documents regulated by the Labour Law to be in writing, including employment contracts, all kinds of resolutions (annual leave resolutions, employment termination resolutions, paid leave resolutions, resolutions on suspension, etc.) and warning notices

In which cases are only documents with wet-ink signatures accepted under employment law?

In all of the above cases, the written form is required by the law, except for the calculation of salaries and resolutions on annual leave, which can be sent to the employee in electronic form. However, if the employee requests them in writing, a wet-ink signature is mandatory. It should be noted that employment law does not specify what "electronic form" means, but based on the definition of written legal statement, those documents signed with a qualified electronic signature will most likely suffice. However, only qualified electronic signatures under Serbian law are acceptable; qualified electronic signatures issued in other countries are currently not recognised as there are no applicable international treaties.

Slovakia

When does a legal statement qualify as a written document under employment law?

A written legal statement is valid if it is signed by the person who made the statement. A signature may be substituted by mechanical means in cases where it is common.

Furthermore, a legal statement will be deemed as written if it is made by electronic means that enable it to record the contents of the legal statement and to identify the person who made the legal statement. Legal statements in electronic form signed with a qualified electronic signature will always be deemed as written.

Examples of legal statements and contracts where the written form is mandatory under employment law

As a main provision, employment contracts, termination of employment relationships, and the modification of employment contracts must be in writing, suggesting that these acts could also be done with electronic signatures (a qualified electronic signature is always considered to be in written form). However, a problem lies with the delivery of these documents. Slovak labour law regarding documents concerning the creation, change and termination of the employment relationship or the creation, change and termination of the employee's obligations arising from the employment relationship, stipulates that they must be hand-delivered to the employee at the workplace and, if this is not possible, they must be delivered by post (in Slovakia, only by Slovenská pošta) to the employee's last known address, as registered mail with acknowledgement of receipt and the words "delivered to their own hands". This makes electronic signing unusable for most of employment documents, due to potential fines for the employer or even invalidity of the act.

In which cases are only documents with wet-ink signatures accepted under employment law?

Documents related to the creation, change and termination of the employment relationship or the creation, change and termination of the employee's obligations must be signed with wet-ink signatures because of the delivery rules stated above.

Slovenia

When does a legal statement qualify as a written document under employment law?

A legal statement is deemed written when written down and signed.

However, where the written form is required by law or regulation, an electronic form will be deemed to be equivalent to the written form if the electronic data is available and suitable for later use.

A written legal statement is binding if it is signed with a handwritten signature or, if in electronic form, signed with a qualified electronic signature.

This means that only a qualified electronic signature is sufficient for signing employment law documents where the written form is mandatory.

Examples of legal statements and contracts where the written form is mandatory under employment law

Among others, employment agreements and their modifications, drafts/proposals of employment agreements, notices of vacancies, notices to non-selected candidates, notices on temporary performance of other work duties mutual terminations of the employment agreement, termination documents, and agreements on compensation instead of use of notice periods must be in writing and, therefore, only signing with a qualified electronic signature is sufficient.

In which cases are only documents with wet-ink signatures accepted under employment law?

There are no such cases. Although there is no direct prohibition on the use of any kind of e-signatures, or any provisions on mandatory use of wet-ink signatures, e-signatures are not used in practice.

Ukraine

When does a legal statement qualify as a written document under employment law?

There is no specific legal requirement as to when a legal statement is deemed as written under employment law. However, in general, it is deemed that a legal statement is in the written form if it is signed with a wet-ink signature. Ukrainian law recognizes that a legal statement made in electronic form is equivalent to the written form if it is signed with a qualified (certified) electronic signature. Such a signature is equivalent to a wet-ink signature.

Under the current martial law in Ukraine the law also temporarily allows to use simple electronic signatures (e.g., DocuSign) to sign employment documents if the parties have agreed on that.

Ukraine is not a member state of the EU, so the eIDAS Regulation on e-signatures does not apply.

Examples of legal statements and contracts where the written form is mandatory under employment law

As a rule, employment agreements must be concluded in the written form. Furthermore, among others employment orders, employment termination agreements, and collective bargaining agreements must also be in writing.

Even during the current martial law period, it is recommended to execute an employment agreement, as an initial employment document between the employer and the employee, with wet- ink signatures, while in this agreement the parties may agree on the further use of simple electronic signatures for signing future documents (e.g., addendums, orders).

In which cases are only documents with wet-ink signatures accepted under employment law?

Although there is no direct prohibition on using any kind of e-signatures, or any provisions on mandatory use of wet-ink signatures, e-signatures were not commonly used in practice. However, during the period of martial law, the parties to an employment agreement are officially permitted to agree on alternative methods for signing all labour-related documents. They can use any available method of electronic communication, as mutually agreed on by the employer and the employee. Thus, for the time being in Ukraine, there are no employment documents that require only wet-ink signatures under employment law.

Employment law use case in comparison

This chart shows a comparison between nine CEE countries on the issue of whether the following types of electronic signature are acceptable in the case of employment law documents where the law requires the written form.

	Bulgaria	Czech Republic	Hungary	Poland	Romania	Serbia	Slovakia	Slovenia	Ukraine
QES with time stamp	√	√ [2]	√	√	√	√	√	√	√
QES without time stamp	√	√ [2]	√	√	√	√	√	√	√
AES with time stamp	x	√ [3]	√	x	x	x	x	x	√
AES without time stamp	x	√ [3]	√	x	x	x	x	x	√
Advanced biometric signature	x	√ [4]	√	x	x	x	x	x	√
SES	x	√ [4]	√	x	x	x	x	x	√
Scanned e-version of the original paper-based document with handwritten signature sent as an attachment to an ordinary email without electronic signature but with standard email signature panel	x	√ [4]	√	x	x	√	x	x	√
Sent as text in an ordinary email, without electronic signature but with standard email signature panel	x	√ [4]	√	x	x	x	x	x	√
Sent in an SMS	x	√ [4]	√ [5][4]	x	x	x	x	x	√
Signed with a copy-pasted image of a handwritten signature, sent as an attachment to an ordinary email	x	√ [4]	√ [5][4]	x	x	x	x	x	√
Signed with the typed name of the signatory and sent as an email attachment	x	√ [4]	√ [5][4]	x	x	x	x	x	√
Sent via a social media message sending application. e.g. Messenger, Viber, LinkedIn	x	√ [4]	√ [5][4]	x	x	x	x	x	√
Sent via a chat application	x	√ [4]	√ [5][4]	x	x	x	x	x	√
Agreements accepted online, by ticking a checkbox or by clicking on a button (“click-on agreements”)	x	√ [4]	√ [5][4]	x	x	x	x	x	√
Agreement accepted through an online platform provided by the other party	√ [1]	x	√ [5][4]	x	x	x	x	x	√

[1] Bulgaria: only if the online platform meets the requirements of the Bulgarian Ordinance on the type and requirements for the creation and storage of electronic documents in the employment file of an employee or civil servant.

[2] if "only a wet-ink signature is accepted", it is not currently possible to use this electronic signature.

[3] if "only a wet-ink signature is accepted", it is not currently possible to use this electronic signature. We also note that in the case of documents regarding the establishment, change or termination of employment, the AES must be based on a qualified certificate.

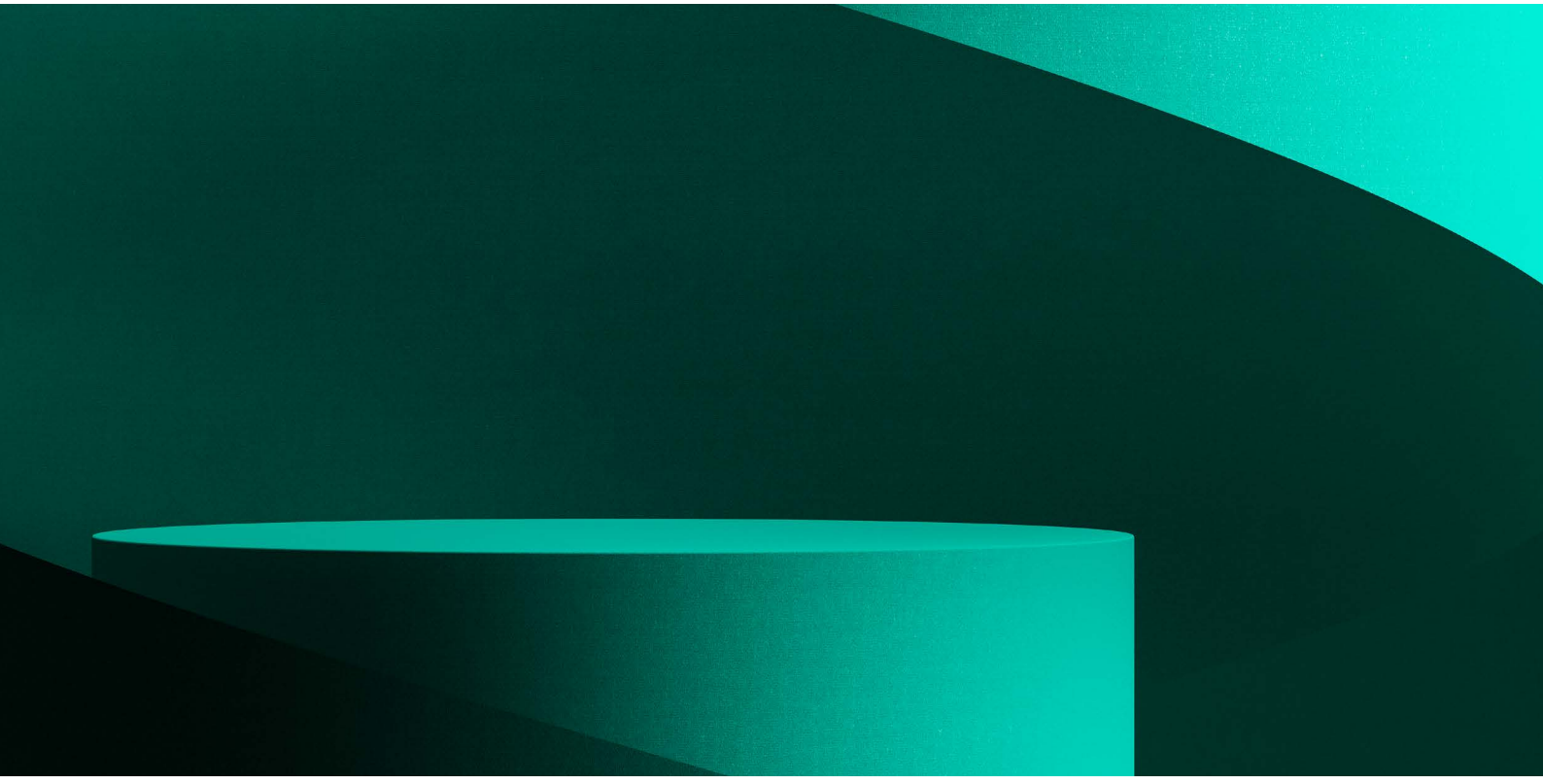
[4] if "only a wet-ink signature is accepted", it is not currently possible to use this electronic signature. We also note that in the case of documents regarding the establishment, change or termination of employment, it is not possible to use this electronic signature.

[5] only acceptable if (i) the signatory can be identified; (ii) the time of signature can be identified; and (iii) the content of the electronic document is unchanged, and this can be proven. The burden of proof is on the employer, which can be particularly difficult in this case.

E-signatures on commercial contracts

Businesses can use e-signatures to sign different types of commercial contracts.

However, it varies from country to country as to what type of electronic signature has legal effect, whether documents signed with different types of e-signatures qualify as written statements, and which type of commercial contracts must be concluded in writing.



Bulgaria

When does a commercial contract qualify as a written document?

A commercial agreement is considered a written document:

a. if the paper-based contract is signed with a handwritten signature;
b. if the contract has been technically recorded in a manner that can be reproduced;
c. if the electronic contract is signed by a qualified electronic signature (which is equivalent to a handwritten signature). If the electronic document and its signing is contested in court, a qualified certificate for electronic signature issued by the qualified trust service provider may be required;
d. if the electronic contract is signed with a simple electronic signature or advanced electronic signature on condition that the parties have agreed that the respective signature will be equivalent to a handwritten signature. The absence of an agreement on the equivalence to a handwritten signature could require providing additional evidence to support the valid conclusion of the agreement where it is signed with a simple or advanced electronic signature.

In all cases where the written form is mandatory for a commercial contract, its amendments and annexes must also be in the written form.

Examples of commercial contracts where the written form is mandatory

As a general provision, the written form is required for the validity of commercial transactions only if there is a specific legal requirement provided. In all other cases the written form is not required.

A party to a commercial agreement may, however, not invoke the nullity of the agreement due to the absence of a mandatory form if its conduct indicates that it did not contest the validity of the statement of the other party.

An electronic document (including an electronic statement) is considered to be in the written form and may be used in all cases where legislation requires the simple written form for the conclusion and validity of a contract. However, an electronic document cannot be used if the legislation requires a qualified form for validity or proof of statement, such as a notarial certification of the signature, a notarised deed, certain individual's statements, and the participation of witnesses or officials.

Examples of contracts and agreements where the simple written form is required by law:

— preliminary contracts preceding the conclusion of a final contract for which a notarial deed or notarial certification is required;
— a sale with a buyback option, advanced payment arrangement or in instalments;
— bank credit;
— licence agreements for copyright and neighbouring rights in cases of the licence of moral rights, licences for exclusive rights, and licences for the neighbouring rights of a performing artist;
— licence agreements for trademarks and industrial designs;
— the agreement between a merchant and a commercial agent;
— insurance contracts;
— the written form is recommended for contracts above EUR 2,500 for evidential purposes (proving existence by using testimony is court is inadmissible).

In which cases are only commercial contracts with wet-ink signatures accepted?

An electronic document cannot be used if the legislation requires a qualified form for validity or proof of statement, such as a notarial certification of the signature, and notarial deed. Real estate sale and purchase agreement are one such example.

Czech Republic

When does a commercial contract qualify as a written document?

Written legal statements require the signature of the acting person to be valid. The signature may be replaced by mechanical means where standard.

Legal statements in electronic (or other technical) form are also deemed to be written legal statements if it is possible to capture the content and identify the acting person.

Examples of commercial contracts where the written form is mandatory

As a general provision, donation and sale and purchase agreements (when the object is registered in a public register), licence agreements (if the license is exclusive or if it is to be registered in a public register), insurance contracts (if the insurance period is at least one year), waivers of rights from defective performance, contracts on the provision of holiday services and agency agreements must be in.

In which cases are only commercial contracts with wet-ink signatures accepted?

In cases where a qualified form is required (notarial deed) and Czech law does not allow the qualified form to be executed electronically, e.g. in the case of a reservation of title, or certain securities which cannot be issued in electronic form (bills of exchange).

Hungary

When does a commercial contract qualify as a written document?

If a paper-based legal statement is signed with a handwritten signature. An electronic legal statement will be deemed written if: (1) the signatory can be identified; (2) the time of signature can be identified; and (3) if the content of the electronic document is unchanged and this can be proved (integrity).

Although the definition of a written statement is the same as in the case of employment law, the Hungarian Supreme court interprets it differently in the case of civil law legal statements and commercial agreements: only commercial contracts signed with an advanced or qualified electronic signature qualify as written agreements. This goes beyond the provisions of the EU eIDAS Regulation, under which only qualified electronic signatures have the equivalent legal effect of a handwritten signature.

From 1 September 2024, documents authenticated via the central government-provided eSignature (eAláírás) service available as part of the Hungarian Digital Citizenship Application (in Hungarian: DÁP) also qualify as written documents.

Examples of commercial contracts where the written form is mandatory

There are many types of commercial agreement where the written form is mandatory. The Civil Code and other Hungarian legal acts may require the written form for different types of contracts. Among others, agreements on retention of ownership in the case of sale and purchase agreements, contracts containing pre-emption or repurchase rights, purchase or sale options, and licence contracts for copyright and neighbouring rights must be in writing. If the contract contains a mortgage, pledge, security deposit, suretyship or guarantee, at least those provisions must be in writing.

Based on the practice of the Hungarian Supreme Court, an AES or QES is necessary for signing such contracts. From 1 September 2024, parties may also sign such contracts via the eSignature service.

In which cases are only commercial contracts with wet-ink signatures accepted?

Real estate sale and purchase agreements and legal statements if they must be submitted to the land registry office.

Poland

When does a commercial contract qualify as a written document?

Commercial contracts qualify as written if they are signed with a handwritten signature. If the contract is in electronic form, it has an equal legal effect to a written legal statement if it is signed with a qualified electronic signature.

Examples of commercial contracts where the written form is mandatory

As a rule, commercial contracts must be in writing only if the law requires it. Among others powers of attorney, commercial proxies, leasing agreements, agreements on the acquisition of debt, a statement by a guarantor in a guarantee agreement, agreements on the assignment of economic copyrights, and exclusive licensing agreements must be concluded in writing.

This means that a QES must be used if the written form is mandatory under the law, i.e. in the aforementioned cases. However, an AES, SES and other forms of electronic signature can be used for any other commercial contracts where the written form is not required.

In which cases are only commercial contracts with wet-ink signatures accepted?

If the law requires a qualified (special) written form, in particular a notarial deed, the contract cannot be signed electronically even with a QES. Good examples here are sale agreements obliging the transfer of ownership of real estate, and substantive legal documents granting the right for entry in the land and mortgage register, as well as agreements on easements, pledges, mortgages, usufruct, and cooperative ownership rights to premises, where wet-ink signatures are mandatory.

Romania

When does a commercial contract qualify as a written document?

If a paper-based contract is signed with a handwritten signature.

1. Qualified Electronic Signature (QES)
An electronic contract will be deemed written if: (1) it is signed with a valid QES by a signatory or its legal representative (for legal entities); (2) the time of the signature can be identified; and (3) if the content of the electronic document is unchanged and this can be proved (integrity).

As a rule, a QES can only be issued by certified providers of QES in accordance with Romanian law.

For certain consumer contracts, e.g. the provision of telecommunication services, a QES is not required from consumers to conclude contracts in electronic form. Similarly, in commercial transactions counterparts' signatures are valid, i.e. each party signs and dates a paper-based document by hand based on a scanned copy of the handwritten signed counterpart document emailed by the other party.

2. Simple Electronic Signature
A simple electronic signature is used for documents with a low legal value, where the parties agree to its use. It can have the same effect as a handwritten signature, but only under certain non-cumulative conditions:

— The value of the signed document is less than half the gross minimum wage (approximately EUR 800).
— The parties involved recognise the signature—either by mutual agreement or by the simple execution of the obligations provided for in the contract confirming the validity of the signature.
— The parties are professionals (according to the Romanian Civil Code) and have agreed in advance, in a separate document, that the simple signature will have legal effect.

3. Advanced Electronic Signature
An advanced electronic signature ensures the identification of the signatory and the integrity of the document, and is valid in more situations than a simple signature. According to the law, documents signed with an advanced electronic signature have the same legal effect as those signed by hand if:

— it is issued on the basis of a certificate recognised by a public institution or accredited provider; or
— it is accepted by the other party through tacit recognition, e.g., the performance of obligations in the document; or
— the parties have agreed, in a separate act, to give the advanced signature full legal value.

In addition, the advanced signature is also valid in closed electronic systems (e.g., electronic systems used internally by a company, institution, or organisation). The advanced electronic signature can also be used by legal entities in internal processes.

Examples of commercial contracts where the written form is mandatory

Under Romanian law, the written form is mandatory either for evidentiary purposes, to prove the existence of a contract, or for validity purposes where, in the absence of the written form, the contract is void.

For validity reasons, rural leases (*contract de arendare*), public procurement and concession contracts, guarantee contracts (*fidejusiune*), licence and right transfer contracts for copyright, neighbouring rights, contracts on mortgages over movable assets, pledges or security deposits, and leasehold agreements must be in writing.

In which cases are only commercial contracts with wet-ink signatures accepted?

Civil acts, e.g. birth certificates, regulated types of will, which must be handwritten (*olograf*) as well as documents which must be sent by registered letter for notification purpose, e.g. delay notices communicated by registered mail, are accepted only with wet-ink signatures.

Serbia

When does a commercial contract qualify as a written document?

The definition of written legal statements is the same as under employment law, i.e. only signing a contract in electronic form with a qualified electronic signature is sufficient if the law requires writing.

Examples of commercial contracts where the written form is mandatory

Under the Law on Contracts and Torts, the written form is required, e.g. for sale and purchase agreements that include the payment of the purchase price in instalments, construction agreements, licence and transfer of rights agreements for intellectual property, commercial agency agreements, allotment agreements, insurance agreements, agreements on surety, and bank guarantees.

Furthermore, for certain agreements additional formalities, including notarial deeds, are required, e.g. agreements for the sale and purchase of real estate.

In which cases are only commercial contracts with wet-ink signatures accepted?

If the law requires notarisation or otherwise stipulates that certain legal transactions cannot be undertaken in electronic form, only paper documents with wet-ink signatures will be accepted. This is the case, e.g. with agreements for the sale and purchase of real estate.

In addition, not all governmental authorities are currently technically equipped to handle electronic documents, so even documents that can be signed with a qualified electronic signature may have to be submitted in paper with wet-ink signatures to an authority.

Slovakia

When does a commercial contract qualify as a written document?

Written legal documents must be signed by the acting person to be valid. In some cases, a mechanical signature can be used if it is a standard practice.

The written form is preserved if the legal act is made by electronic means that enable the content of the legal act to be recorded and the person who made the legal act to be identified. The written form will always be preserved if the legal act made by electronic means is signed by a qualified electronic signature or a qualified electronic seal.

If Slovak law requires the verification of a signature (typically by notarisation) on a contract or deed, then signing such a contract or deed using qualified electronic signature or qualified electronic seal provided with a time stamp does not require further verification.

Examples of commercial contracts where the written form is mandatory

Slovakian law requires the mandatory written form for several commercial contracts. Commonly used commercial contracts with the mandatory written form are insurance agreements and associated legal acts, contracts relating to pre-emption rights, contracts for exclusive licences, bank account agreements, and contractual penalty clauses.

In which cases are only commercial contracts with wet-ink signatures accepted?

There are no such cases.

Slovenia

When does a commercial contract qualify as a written document?

A commercial contract is deemed written when written down and signed. However, where the written form is required by law or regulation, an electronic form will be deemed to be equivalent to the written form if the data in electronic form is available and suitable for later use.

A commercial contract is binding if it is signed with a handwritten signature or, if in electronic form, signed with a qualified electronic signature.

This means that only a qualified electronic signature is sufficient for signing a commercial contract where the written form is mandatory.

Examples of commercial contracts where the written form is mandatory

Among others, instalment sales agreements, donation agreements, construction agreements, licence agreements, agreements on the lease of hotel capacity, del credere warranty and non-compete clauses in agency agreements or surety statements must be in writing, so only signing with a qualified electronic signature is sufficient in the case of contracts in an electronic form.

In which cases are only commercial contracts with wet-ink signatures accepted?

In general, there are no such cases. However, the electronic form of a document and an electronic signature cannot be used when the law requires that an agreement should be concluded in the form of a notarial deed. Only wet-ink signatures are accepted for certain documents that require certification of a signature by a notary public.documents, so even documents that can be signed with a qualified electronic signature may have to be submitted in paper with wet-ink signatures to an authority.

Ukraine

When does a commercial contract qualify as a written document?

A contractual transaction will be considered as concluded in writing if its substance is fixed in one or several documents, letters, or telegrams exchanged by the parties and it is signed by the parties.

Ukrainian law does not contain clear legal provisions on the acceptability of electronic signatures. However, in most cases there is no direct prohibition on the use of any kind of e-signature.

Contracts in electronic form signed with a qualified electronic signature mostly qualify as written agreements, while advanced electronic signatures, advanced biometric signatures, standard electronic signatures, scanned versions of wet-signed contracts, signing through online platforms, and click-on agreements are acceptable only if the parties have explicitly agreed to this in writing in an initial agreement and attach sample handwritten signatures.

Examples of commercial contracts where the written form is mandatory

As a rule, all contractual transactions between legal entities, contractual transactions between a legal and an individual person (except for certain cases), and contractual transactions between individual persons for more than 20 times the non-taxable minimum income of citizens (except for certain cases) must be in writing.

In which cases are only commercial contracts with wet-ink signatures accepted?

Agreements that are subject to notarisation.

Commercial contracts in comparison

This chart shows a comparison between nine CEE countries on the issue of whether the following types of electronic signatures are acceptable in commercial contracts where the law requires the written form.

	Bulgaria	Czech Republic [2]	Hungary	Poland	Romania	Serbia	Slovakia	Slovenia [3]	Ukraine [4]
QES with time stamp	√	√	√	√	√	√	√	√	√
QES without time stamp	√	√	x	√	√	√	√	√	√
AES with time stamp	√ (with conditions)	√	√	x	√ (with conditions)	x	√	x	√
AES without time stamp	√ (with conditions)	√	x	x	√ (with conditions)	x	√	x	√
Advanced biometric signature	√ (with conditions) [1]	√	√	x	x	x	√	x	√
SES	√ (with conditions)	√	x	x	√ (with conditions)	x	√	x	√
Scanned electronic version of the original paper-based document with handwritten signature sent as an attachment to an ordinary email without electronic signature but with a standard email signature panel	√ (with conditions)	√	x	x	√ (with conditions)	x	√	x	√
Sent as text in an ordinary email, without electronic signature but with a standard email signature panel	√ (with conditions)	√	x	x	x	x	√	x	x
Sent as an SMS	x	√	x	x	x	x	√	x	x
Signed with a copy-pasted image of a handwritten signature, sent as an attachment to an ordinary email	x	√	x	x	x	x	√	x	√
Signed with the typed name of the signatory and sent as an email attachment	x	√	x	x	x	x	√	x	x
Sent via a social media message sending application, e.g. Messenger, Viber, LinkedIn	x	√	x	x	x	x	√	x	x
Sent via a chat application	x	√	x	x	x	x	√	x	x
Agreements accepted online, by ticking a checkbox or by clicking on a button (“click-on agreements“)	x	√	x	x	√ (with conditions)	x	√	x	√
Agreement accepted through an online platform provided by the other party	x	x	x	x	√ (with conditions)	x	x	x	√

1 Bulgaria: Based on the statutory provision that a party to a commercial agreement may not invoke the nullity of the agreement due to absence of a mandatory form if its conduct indicates that it did not contest the validity of the statement of the other party, all of the listed forms of signing could be used as evidence of the conclusion of the agreement, even though some of them do not meet the requirements on signing of written agreements.

2 Czech Republic: Electronic signatures cannot be used if a qualified form (notarial deed) is required and such qualified form is not allowed to be executed electronically. Additional requirements may apply when the law requires officially verified signature or at least advanced electronic signature based on a qualified certificate.

3 Slovenia: only in commercial agreements where no special form, e.g. notarial deed or certification of signature, is required by the law.

4 Ukraine: if commercial contracts are not subject to notarisation.

E-signatures under Real-estate law

Businesses can use e-signatures to sign different types of real estate contracts.

However, it differs from country to country as to what types of electronic signature have legal effect, whether documents signed with different types of e-signature qualify as written statements, and which type of real estate contracts must be concluded in writing.



Bulgaria

When does a real estate agreement qualify as a written document?

Electronic documents cannot be used when the law requires a qualified form for validity or proof of a statement, such as notary certification of a signature, notarised deed, an individual's statement, participation by witnesses or officials. Real estate sale and purchase agreements require a qualified form for validity; a form of notarial deed executed in person before a notary public, so signing with an electronic signature is not acceptable.

Examples of real estate agreements where the written form is mandatory

All agreements related to real estate transactions.

In which cases are only real estate agreements with wet-ink signatures accepted?

All agreements related to real estate transactions.

Czech Republic

When does a real estate agreement qualify as a written document?

Written legal statements require the signature of the acting person to be valid. The signature may be replaced by mechanical means where standard.

Legal statements in electronic (or other technical) form are also deemed to be written legal statements if it is possible to capture the content and identify the acting person.

Examples of real estate agreements where the written form is mandatory

As a general provision, the written form is required for legal acts regarding rights in rem to immovables. In these cases, if more people are acting, their expressions of will must be on the same instrument. Any agreements for the sale and purchase, donation or mortgage of real estate, lease agreements for residential purposes, surety and financial guarantee or offers relating to pre-emptive rights must also be in writing.

In which cases are only real estate agreements with wet-ink signatures accepted?

Since 1 July 2022, it has been possible to replace the requirement for officially verified signatures by using certain electronic means. Therefore, documents that require officially verified signatures can be concluded with the use of such means.

At the same time, real estate documents that shall be used for the registration into the Real Estate Register may be concluded with an advanced electronic signature based on a qualified certificate or qualified electronic signature, provided that they also bear a qualified electronic time stamp.

Hungary

When does a real estate agreement qualify as a written document?

The definition and court practice on written contracts are the same as in the case of commercial contracts: only real estate contracts signed with an advanced or qualified electronic signature qualify as written agreements.

Examples of real estate agreements where the written form is mandatory

As a rule, agreements for the sale and purchase, donation of real estate, and lease agreements for residential purpose must be in writing.

In which cases are only real estate agreements with wet-ink signatures accepted?

All documents related to real estate to be submitted to the land registry office must be signed with a wet-ink signature; electronic signatures are not accepted. However, the Hungarian parliament passed a new land registry act, introducing significant reforms to the Hungary's land registry system, which entered into force on 15 January 2025. The primary objective of the new legislation was to upgrade the land registry into an electronic database and to fully digitalise the land registry processes. This streamlined real estate procedures by replacing the traditional paper-based system with an electronic, online process. Attorneys are able to prepare real estate agreements as electronic documents, complete with electronic signatures and online authentication. These applications and contracts can then be submitted to the Land Registry Office in an electronic format.

Poland

When does a real estate agreement qualify as a written document?

The definition of a written contract is the same as in the case of commercial contracts.

Examples of real estate agreements where the written form is mandatory

As a rule, real estate related lease agreements, rental guarantee agreements, master lease agreements, development agreements, and construction contracts must be in writing.

In which cases are only real estate agreements with wet-ink signatures accepted?

In practice there is no possibility to close a real estate transaction in the ordinary written form, or with the use of electronic signatures. Almost all real estate transactions require a notarial deed. In share deals involving limited liability companies operating mainly in Poland, and share transfers, there is a requirement for signatures to be certified by a notary; it is not possible to use e-signatures. Only lease agreements can be signed with an e-signature. However, e-signatures are rare, thus the traditional form of printing, signing and exchanging originals prevails. Physical closings are still obligatory in most cases.

Romania

When does a real estate agreement qualify as a written document?

As a rule, real estate transactions including sale and purchase agreements and real estate immovable mortgages are subject to notarisation by a notary public to be considered validly concluded, and in these cases electronic signatures cannot be used.

However, a lease for immovable property can be validly concluded in the written form, without notarisation formalities, in which case the definition of the written form mentioned in commercial contracts applies, i.e. those contracts can be signed with a QES.

Examples of real estate agreements where the written form is mandatory

Real estate sale and purchase agreements as well as donations of immovable property are subject to notarisation for the contract to be valid, while lease agreements for immovable properties can be concluded in the standard written form.

In which cases are only real estate agreements with wet-ink signatures accepted?

Where the notarised form is compulsory, documents need to be signed with a wet-ink signature before a notary public. A draft law is currently under consideration before the Chamber of Deputies, acting as the decision-making chamber, following its approval by the Senate in February 2025. The draft aims to enable notarial deeds to be executed with a QES, through an institutionalised platform that would also grant access to a public notary, while ensuring compliance with strict standards and requirements for the registration of QES within the system. The draft has not yet been enacted and remains subject to potential amendments, as it is still under review within the Chamber of Deputies.

Serbia

When does a real estate agreement qualify as a written document?

The definition of a written legal statement is the same as under employment law and commercial contracts; however, real estate transactions are generally subject to stricter formal requirements.

Examples of real estate agreements where the written form is mandatory

For most real estate agreements, the written form alone is insufficient. These contracts must be executed in notarial form, i.e. must be either: (i) solemnised (publicly confirmed by a notary), or (ii) drawn up as a notarial record (a stricter form used in specific cases). In both instances, wet-ink signatures are mandatory, and qualified electronic signatures are not accepted. While lease agreements for certain types of real estate may be concluded in standard written form, they are often notarised in practice to enable registration in the land registry.

In which cases are only real estate agreements with wet-ink signatures accepted?

Real estate agreements must generally solemnised or notarised, meaning that only a wet-ink signature is accepted. Contracts concluded in the form of a notarial deed solemnised by a public notary include: (i) contracts for the transfer of real estate; (ii) mortgage contracts and pledge statements (if they do not contain an explicit declaration by the obligor allowing direct enforcement on maturity); (iii) contracts establishing real and personal easements. Contracts drawn up in the form of a notarial record (stricter form) include: (i) contracts disposing of the real estate of legally incapacitated persons; (ii) agreements on statutory maintenance; (iii) mortgage contracts and pledge statements (if they do contain an explicit declaration by the obligor allowing direct enforcement, either judicially or extrajudicially, on maturity).

Slovakia

When does a real estate agreement qualify as a written document?

A written contract will be valid if it is signed by the person who concluded it. If the document is in an electronic form, only signing with a qualified electronic signature is acceptable in real estate transactions.

Examples of real estate agreements where the written form is mandatory

Slovakian law requires the mandatory written form for agreements on the sale and purchase, donation, easement and mortgage of real estate; in some cases, the verification of signatures (typically by notarisation) is mandatory. Legal acts performed by electronic means, signed by a qualified electronic signature or a qualified electronic seal and provided with a time stamp, do not require verification of the signatures.

In which cases are only real estate agreements with wet-ink signatures accepted?

There are no such cases.

Slovenia

When does a real estate agreement qualify as a written document?

A real estate agreement is deemed written when written down and signed.

However, where the written form is required by law or regulation, an electronic form will be deemed to be equivalent to the written form (unless specifically determined otherwise) if the data in electronic form is available and suitable for later use.

A real estate agreement is binding if it is signed with a handwritten signature or, if in electronic form, signed with a qualified electronic signature.

This means that only qualified electronic signatures are sufficient for signing a real estate agreement where the written form is mandatory.

Examples of real estate agreements where the written form is mandatory

Agreements to transfer ownership rights to real estate and agreements on establishing a right in rem on real estate (pledges, easements, land charges, rights of superficies) must be in writing, and it is specifically determined that these types of agreements are not legally valid if concluded in electronic form. Real estate lease agreements must also be in writing but are legally valid if concluded in electronic form.

In which cases are only real estate agreements with wet-ink signatures accepted?

Wet-ink signatures are required for agreements to transfer the ownership right to real estate, agreements on establishing a right in rem on real estate, and for certain documents that require the certification of a signature by a notary public.

The electronic form of a document and an electronic signature cannot be used if legislation requires that an agreement should be concluded in the form of a notarial deed.

Ukraine

When does a real estate agreement qualify as a written document?

The definition is the same as in the case of commercial contracts: Ukrainian law does not contain clear legal provisions on the acceptability of electronic signatures. However, in most cases there is no direct prohibition on the use of any kind of e-signatures.

Examples of real estate agreements where the written form is mandatory

Generally, any agreement regarding real estate, such as a sale and purchase agreement, lease agreement, and mortgage agreement must be signed in the written form.

In which cases are only real estate agreements with wet-ink signatures accepted?

Any real estate agreement which is subject to mandatory notarisation, such as sale and purchase agreements, lease agreements with a term of three years or more, and mortgage agreements, must be signed with wet-ink signatures.

Real Estate transactions use case comparison

This chart shows a comparison between nine CEE countries on the issue of whether the following type of electronic signatures are accepted in real estate transactions where the law requires the written form.

	Bulgaria	Czech Republic [1]	Hungary	Poland	Romania	Serbia	Slovakia	Slovenia	Ukraine [5]
QES with time stamp	x	√	√ only if not in land registry [2]	√ only lease agreements	√ if notarised form is not mandatory	√ if notarised form is not mandatory	√	√ only for certain agreements	√
QES without time stamp	x	√	x	√ only lease agreements	√ if notarised form is not mandatory	√ if notarised form is not mandatory	x	√ only for certain agreements	√
AES with time stamp	x	√	√ only if not in land registry [3]	x	x	x	x	x	√
AES without time stamp	x	√	x	x	x	x	x	x	√
Advanced biometric signature	x	√	√ only if not in land registry [4]	x	x	x	x	x	√
SES	x	√	x	x	x	x	x	x	√
Scanned electronic version of the original paper-based document with handwritten signature sent as an attachment to an ordinary email without electronic signature but with a standard email signature panel	x	√	x	x	x	x	x	x	√
Sent as text in an ordinary email, without electronic signature but with a standard email signature panel	x	√	x	x	x	x	x	x	x
Sent as an SMS	x	√	x	x	x	x	x	x	x
Signed with a copy-pasted image of a handwritten signature, sent as an attachment to an ordinary email	x	√	x	x	x	x	x	x	√
Signed with the typed name of the signatory and sent as an email attachment	x	√	x	x	x	x	x	x	x
Sent via a social media message sending application, e.g. Messenger, Viber, LinkedIn	x	√	x	x	x	x	x	x	x
Sent via a chat application	x	√	x	x	x	x	x	x	x
Agreements accepted online, by ticking a checkbox or by clicking on a button (“click-on agreements“)	x	√	x	x	x	x	x	x	√
Agreement accepted through an online platform provided by the other party	x	x	x	x	x	x	x	x	√

[1] Czech Republic: Documents used for registration in the Real Estate Register may be concluded only with an advanced electronic signature based on a qualified certificate or qualified electronic signature, provided that they also bear a qualified electronic time stamp.

[2] Hungary: However, after the new electronic land registry system enters into force, the land registry will also accept this.

[3] Hungary: However, after the new electronic land registry system enters into force, the land registry will also accept this.

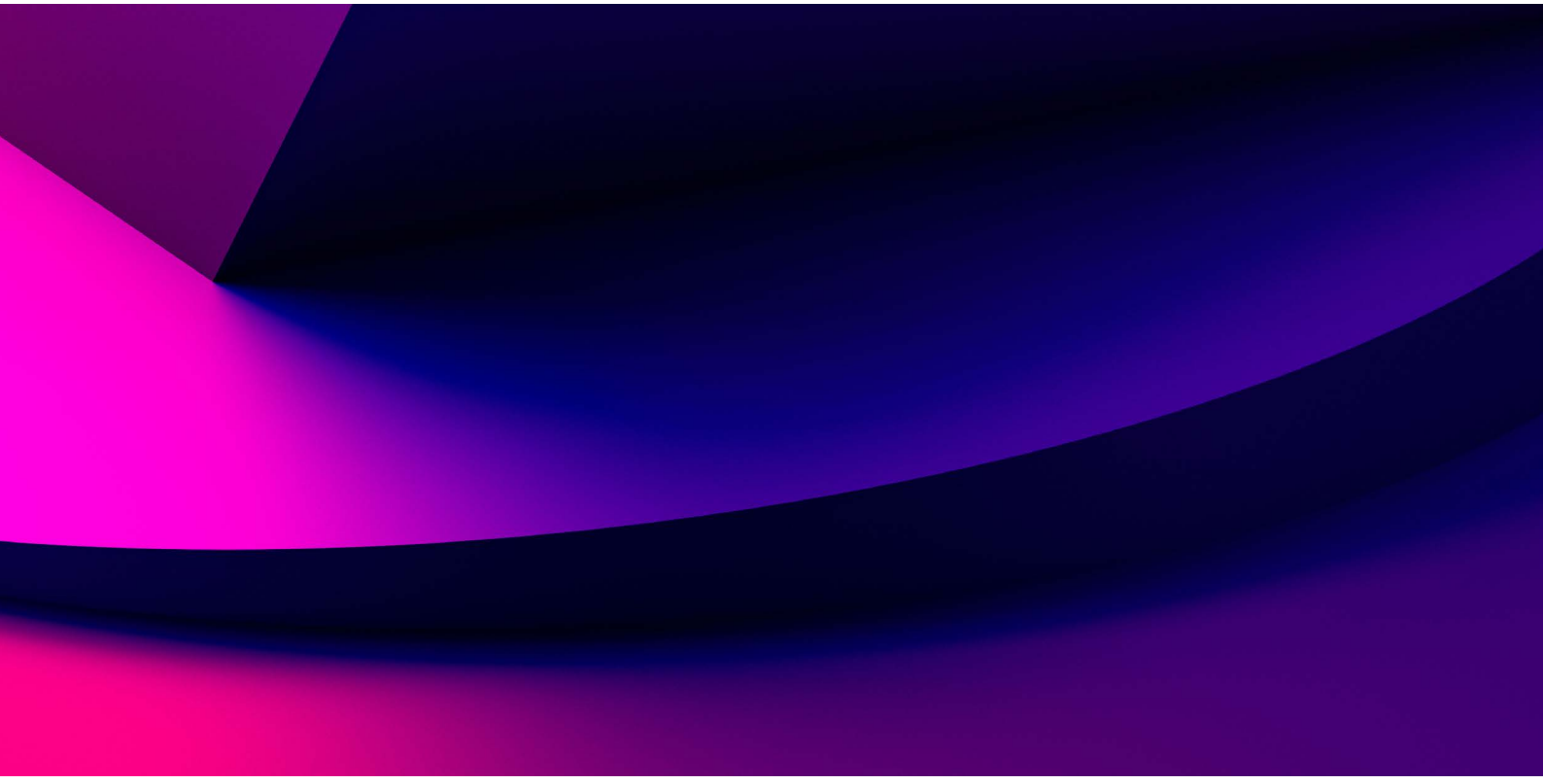
[4] Hungary: However, after the new electronic land registry system enters into force, the land registry will also accept this.

[5] Ukraine: if real estate agreements are not subject to notarisation.

E-signatures under corporate law

Businesses can use e-signatures to sign different types of corporate documents.

However, it differs country to country as to what type of electronic signature has legal effect, whether documents signed with the different types of e-signatures qualify as written statements, and which type of corporate documents must be executed in writing.



Bulgaria

When does a corporate document qualify as a written document?

A corporate document is considered as written:

a. If the paper-based corporate document is signed with a handwritten signature.
b. If the electronic corporate document is signed by a qualified electronic signature, which is equivalent to a handwritten signature. If the electronic document and its signing is contested in court, a qualified certificate for electronic signature, issued by the qualified trust service provider, may be required.
c. If the electronic corporate document is signed by a simple electronic signature or advanced electronic signature on condition that the parties have agreed that the respective signature will be equivalent to a handwritten signature.
d. Electronic documents cannot be used if the legislation requires a qualified form for validity or proof of the statement such as a notarial certification of the signature.

Examples of corporate documents where the written form is mandatory

As a general provision, the written form for validity of corporate law documents is required only if the law requires it. In all other cases, the written form is not required.

The memorandum of association for a limited liability company (LLC), the deed of incorporation of a joint-stock company (JSC), and management agreements for the management of an LLC and JSC, as well as other documents, must be in writing.

In which cases are only corporate documents with wet-ink signatures accepted?

Electronic documents and signatures cannot be used if the relevant legislation requires a qualified form for validity or proof of the statement, e.g. a notarial certification of the signature.

A qualified form is required to transfer a commercial enterprise as a going concern), for the memorandum of association of a general partnership, for the memorandum of association of limited partnership, and to transfer shares in an LLC. Furthermore, the qualified form is mandatory for the decisions of an LLC's general meetings of shareholders concerning the acceptance or expulsion of a shareholder, a capital increase or decrease, the election of a manager of the LLC, and decisions on the transfer of real estate, except if the memorandum of association of the LLC explicitly provides that a simple written form is permitted for these decisions, etc.

Czech Republic

When does a corporate document qualify as a written document?

Written legal statements require the signature of the acting person to be valid. The signature may be replaced by mechanical means where standard.

Legal statements in electronic (or other technical) form are also deemed to be written legal statements if it is possible to capture the content and identify the acting person.

Examples of corporate documents where the written form is mandatory

As a general provision, notarial deeds, articles of association, decisions of the company, decisions of the general meeting (be it minutes from actual meeting or *per rollam* resolutions), share transfer agreements, consent for the placement of registered office or consent with one's registration in a public register must be in writing.

In which cases are only corporate documents with wet-ink signatures accepted?

In cases of certain securities which cannot be issued in electronic form (e.g. bills of exchange).



Hungary

When does a corporate document qualify as a written document?

Under corporate law, the definition and court practice of written legal statements provided that: if corporate documents are in electronic form, only signatures with advanced or qualified electronic signatures are acceptable.

Examples of corporate documents where the written form is mandatory

As a rule, the articles of association, corporate resolutions, and share/asset transfer agreements must be in writing.

In which cases are only corporate documents with wet-ink signatures accepted?

There are no such cases.

Poland

When does a corporate document qualify as a written document?

Generally, the written form of document means a document signed with a wet-ink signature. However, a document signed with a qualified electronic signature (QES) is considered equivalent to the written form. This means that, unless a special form is required, such as a notarial deed or signatures certified by a notary public, documents can be signed either with a wet-ink signature or with a QES, and both forms are fully interchangeable and legally valid and considered a "written document".

Examples of corporate documents where the written form is mandatory

As a rule, all corporate documents should be prepared in writing, meaning they must bear a wet-ink signature or a QES. Exceptions to this rule are rare; e.g. the disposal of shares in a simple joint-stock company (*Spółka Akcyjna, PSA*) may be effected in a so-called "documentary form," which allows the agreement to be concluded in any manner that enables the content to be established, such as by signing and scanning the document, exchanging emails, etc. In summary, the majority of corporate documents must be in writing.

In which cases are only corporate documents with wet-ink signatures accepted?

There are, however, certain situations where a special form is mandatory. For example, amendments to the articles of association require a notarial deed, and a share transfer agreement in a limited liability company (*spółka z ograniczoną odpowiedzialnością*) requires signatures certified by a notary public. In these cases, only the specific form prescribed by law is acceptable, and neither a "simple" wet-ink signature nor a QES alone will suffice. It must be a wet-ink signature, in person, in front of a notary public.

Electronic systems to facilitate the usage of e-signatures

Poland has implemented electronic systems that facilitate the handling of various corporate matters online. The PRS (*Portal Rejestrów Sądowych*) system allows for electronic filings with the National Court Register (*Krajowy Rejestr Sądowy*). Through the PRS, it is possible to file for changing the management board, the shareholders and other relevant information about a company and submit other necessary documents, provided that these documents are in the required form, which in the majority of cases would be in writing. The application itself may only be signed with a QES.

In addition to the PRS system, Poland has also implemented the RDF system for submitting financial statements electronically, as well as the S24 system, which enables the rapid online incorporation of companies.

To summarise, wherever the law does not require a special form, both wet-ink signatures and QES are fully acceptable and interchangeable. The PRS system further enables the electronic handling of many corporate matters.

Romania

When does a corporate document qualify as a written document?

A corporate document meets the written form requirement if it is: (i) signed in wet-ink on paper; or (ii) signed electronically with a QES, which is legally equivalent and has the same legal effect as a handwritten signature under the eIDAS Regulation.

While a corporate document signed with a QES qualifies as a written document, documents signed with a SES or an AES do not automatically fulfil the written form requirement. Such signatures may be accepted in practice between parties, but for corporate law purposes (e.g. Trade Registry filings, courts, public authorities), only a QES is regarded as equivalent to a handwritten signature.

Examples of corporate documents where the written form is mandatory

Under Romanian law, the written form is mandatory for corporate documents, such as the articles of association, shareholders' resolution and share transfer agreements. The requirement is met either by wet-ink or by QES.

In which cases are only corporate documents with wet-ink signatures accepted?

Although corporate documents can generally be concluded as a private deed, there are certain cases provided by law where an authentic form with wet-ink signatures before a notary is required. For example, the articles of association must be executed in wet-ink in front of a public notary in the case of in-kind contribution consisting of immovable assets.

Serbia

When does a corporate document qualify as a written document?

The definition of a written legal statement is the same as under employment law in the case of commercial contracts and real estate related agreements: if the corporate document is in electronic form, only a QES is acceptable if the law requires the written form.

Examples of corporate documents where the written form is mandatory

Under the Companies Law, the written form is required for, e.g. a memorandum of association (resolution or agreement on incorporation which can also be in the form of an electronic document, i.e. electronically signed, referring to the electronic incorporation of an LLC), articles of association, shareholders' agreements, decisions of the company, share transfer agreements in limited liability companies and in joint stock companies that are not public, offers for the sale of shares to shareholders with pre-emption rights and the acceptance of such offers, certain agreements between a company and its shareholders, powers of attorney for voting at the general meeting issued by the shareholder of a joint stock company, division plans, auditors' reports related to the status changes (mergers, acquisitions, divisions, spin offs), agreements on control and management and certain consents, notifications, requests, and invitations to general meetings.

Additionally, certain documents have to be notarised, e.g. memorandum of association, share transfer agreement, power of attorney for voting if issued by an individual person, and division plan.

In which cases are only corporate documents with wet-ink signatures accepted?

If the law requires notarisation (signature verification, solemnisation, notarial deed), or otherwise stipulates that certain legal transactions cannot be effected in electronic form, and only paper documents with wet-ink signatures will be acceptable.

In addition, not all governmental authorities are currently technically equipped to handle electronic documents, so documents that can be signed by a qualified electronic signature may have to be submitted on paper with wet-ink signatures.

Currently, the Serbian Business Registers Agency is accepting electronic documents only when electronic registration is possible. This is the case with registering the incorporation of limited liability companies, changes to company data, as well as company deletions. All documents submitted with an electronic application for changes must be in electronic form. This means they must be created electronically and signed with an electronic signature or seal issued by the document's originator. The only exception is the proof of identity of a company member, which must be in electronic form but does not need to be electronically signed.

Regarding registering changes to company data—specifically the transfer of ownership, which is the most common basis for changing company members and requires a notarised form—it is impossible for this document to be signed using electronic certificates by the transferor and transferee. The only valid method is for the signatures to be notarised by a public notary, after which the agreement must be digitised either by the notary or by the attorney who will submit the application. Furthermore, as mentioned above, when registering the incorporation of limited liability companies, the memorandum of association in electronic form does not have to be notarised but can be signed with qualified electronic signature(s) of the shareholder(s), provided that none of the shareholders are contributing real estate to the company's share capital. This is also the case with entrepreneurs, the submission of financial statements and registration of ultimate beneficial owners. In all other cases, paper documents signed in wet-ink signatures are required.

Slovakia

When does a corporate document qualify as a written document?

Written legal documents must be signed by the acting person to be valid. In some cases, a mechanical signature can be used if it is a standard practice.

The written form is preserved if the legal act is made by electronic means which enable the content of the legal act to be recorded and the person who made the legal act to be identified. The written form will always be preserved if the legal act made by electronic means is signed by a qualified electronic signature or a qualified electronic seal.

If Slovak law requires verification of a signature (typically by notarisation) on a contract or deed, then signing such a contract or deed by using qualified electronic signature or qualified electronic seal provided with a time stamp does not require further verification.

Examples of corporate documents where the written form is mandatory

As a general provision, the memorandums of association, articles of association, decisions of the company, share transfer agreements or consents for the use of premises must be in writing

In which cases are only corporate documents with wet-ink signatures accepted?

All corporate documents required to be adopted in the form of notarial deed must be signed with wet-ink signatures.

Slovenia

When does a corporate document qualify as a written document?

A corporate document is deemed written when written down and signed.

However, where the written form is required by law or regulation, electronic form will be deemed to be equivalent to the written form if the data in electronic form is available and suitable for later use.

A written corporate document is binding if it is signed with a handwritten signature or, if in electronic form, signed with a qualified electronic signature.

This means that only qualified electronic signatures are sufficient for signing corporate law documents where writing is mandatory.

Examples of corporate documents where the written form is mandatory

Among others, the act of incorporation (sole shareholder LLC), resolutions of the sole shareholder (LLC), resolutions of the shareholders' assembly (LLC with two or more shareholders), articles of association (LLC with two or more shareholders), statement of directors and supervisory board members on appointment, minutes of the shareholders' assembly of a joint stock company, and share transfer agreements must be in writing. Note that for some of these documents, the law requires stricter formal requirements, such as certification of a document or certification of a signature by a notary public or notarial deed.

In which cases are only corporate documents with wet-ink signatures accepted?

In cases where the sole shareholder has a hard copy of the book of resolutions, wet-ink signatures on the resolutions are required, while if the sole shareholder has an electronic copy of the book of resolutions, a qualified electronic signature is required.

If the law requires stricter formal requirements, such as certification of a document or certification of a signature by a notary public or notarial deed, only wet-ink signatures are accepted. Although the law provides for the certification of qualified electronic signatures, this option is not yet implemented in practice.

In addition, the electronic form of a document and an electronic signature cannot be used when the law requires that an agreement must be concluded in the form of a notarial deed, e.g. share transfer agreements.

Ukraine

When does a corporate document qualify as a written document?

As a rule, the agreement between the participants of a limited liability company must be concluded in writing.

Regarding a company's internal corporate documents, such as shareholders' minutes, there is no direct prohibition on the use of e-signatures. However, this is an untested practice in Ukraine.

Examples of corporate documents where the written form is mandatory

As a rule, the agreement between the participants of a limited liability company and the minutes of the general meeting must be in writing. There is no expressed prohibition on executing them electronically, although in many cases such minutes are subject to mandatory notary certification, in which case they cannot be executed electronically.

In which cases are only corporate documents with wet-ink signatures accepted?

If the corporate documents are subject to a notarial certification or other form of signature verification.

Corporate law use case comparison

This chart shows a comparison between nine CEE countries on the issue of whether the following type of electronic signatures are accepted in corporate law where the law requires the written form.

	Bulgaria [1]	Czech Republic [2]	Hungary	Poland	Romania	Serbia	Slovakia [3]	Slovenia [4]	Ukraine [5]
QES with time stamp	√	√	√	√	√	√ if notarised form is not mandatory	√	√	x
QES without time stamp	√	√	x	√	√	√ if notarised form is not mandatory	√	√	x
AES with time stamp	√	√	√	x	x	x	x	x	x
AES without time stamp	√	√	x	x	x	x	x	x	x
Advanced biometric signature	x	√	√	x	x	x	x	x	x
SES	√	√	x	x	x	x	x	x	x
Scanned electronic version of the original paper-based document with handwritten signature sent as an attachment to an ordinary email without electronic signature but with a standard email signature panel	x	√	x	x	x	x	x	x	x
Sent as text in an ordinary email, without electronic signature but with a standard email signature panel	x	√	x	x	x	x	x	x	x
Sent as an SMS	x	√	x	x	x	x	x	x	x
Signed with a copy-pasted image of a handwritten signature, sent as an attachment to an ordinary email	x	√	x	x	x	x	x	x	x
Signed with the typed name of the signatory and sent as an email attachment	x	√	x	x	x	x	x	x	x
Sent via a social media message sending application, e.g. Messenger, Viber, LinkedIn	x	√	x	x	x	x	x	x	x
Sent via a chat application	x	√	x	x	x	x	x	x	x
Agreements accepted online, by ticking a checkbox or by clicking on a button (“click-on agreements“)	x	√	x	x	x	x	x	x	x
Agreement accepted through an online platform provided by the other party	x	x	x	x	x	x	x	x	x

[1] Bulgaria: in the case of a QES, unless the legislation requires a qualified form for validity or proof of the statement. In the case of an AES and SES: if the legislation does not require a qualified form for validity or proof of the statement and if the parties have agreed that the advanced/standard electronic signature will be equivalent to a handwritten signature.

[2] Czech Republic: additional requirements may apply when the law requires officially verified signature or at least advanced electronic signature based on a qualified certificate.

[3] Slovakia: only in corporate documents where no special form, e.g. a notarial deed or verification of signature, is required by law.

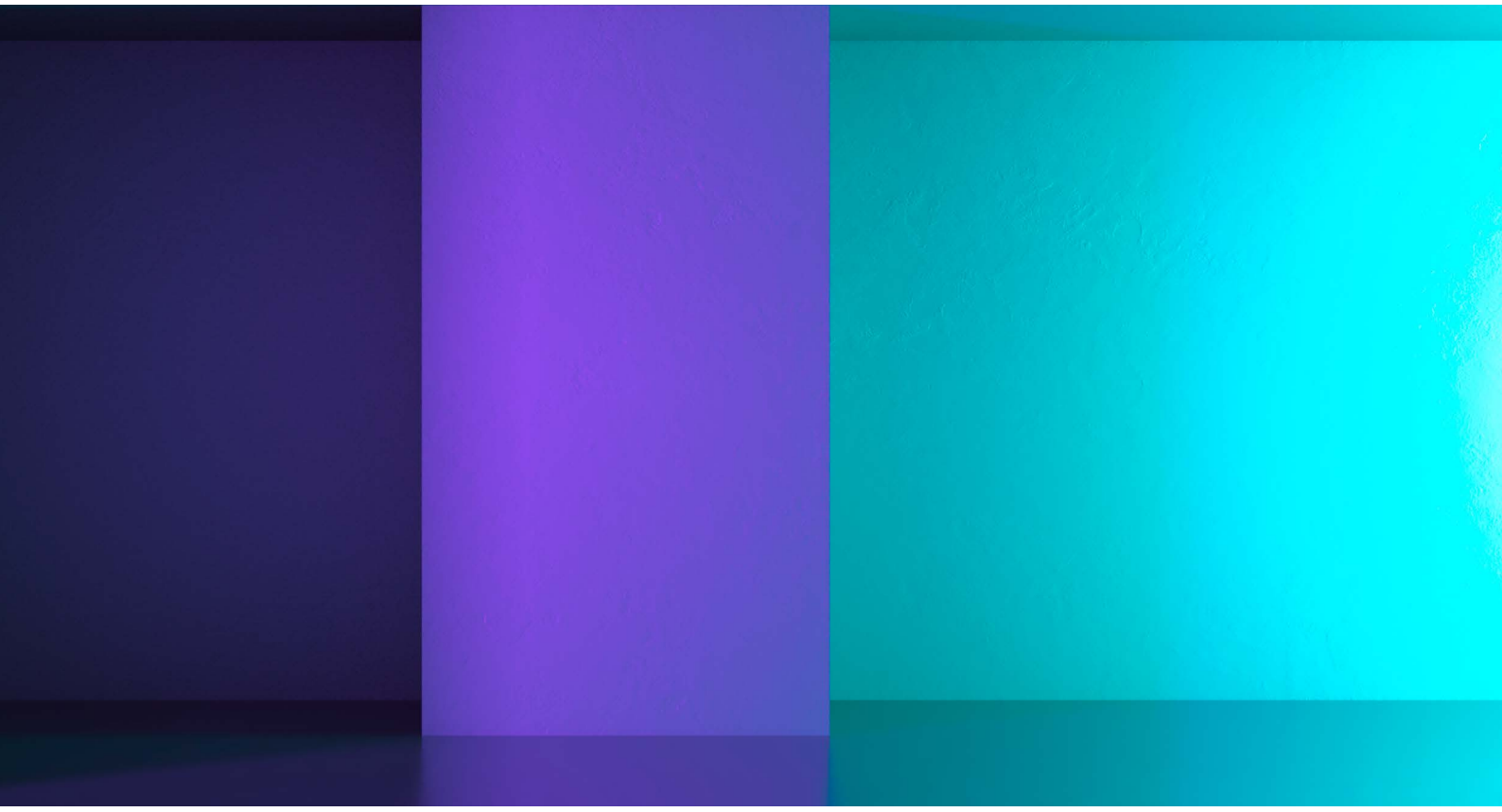
[4] Slovenia: only in corporate documents where no special form, e.g. notarial deed or certification of signature, is required by law.

[5] Ukraine: no express prohibition by law although not applicable in practice.

E-signatures on Banking and Finance contracts

Agreements falling under banking/finance law such as loan and credit agreements, syndicated loan and mortgage loan agreements, and agreements to provide financial services, play an important role in the life of businesses. Signing them remotely with e-signatures could be an advantage.

However, it differs from country to country as to what types of electronic signature have legal effect, whether those agreements signed with different types of e-signatures qualify as written contracts, and which type of agreements must be executed in writing.



Bulgaria

When does a banking/finance agreement qualify as a written document?

An agreement can be deemed as written:

a. If the paper-based legal statement is signed with a handwritten signature.
b. If it is in electronic form and signed by a qualified electronic signature, which is equivalent to a handwritten signature.

However, there are specific regulations that require the provision in writing of the terms and conditions of bank credit, such as those regarding cost, interest rate, additional settlement obligations, and prepayment costs.

Furthermore, special provisions on consumer credit agreements set out additional requirements on the written form. Consumer credit agreements and consumer immovable property credit agreements must be concluded in writing, on paper or on another durable medium (any instrument which enables the consumer to store information addressed personally to him/her in a way accessible for future reference for a period of time adequate for the purpose of information and which allows the unchanged reproduction of the information stored). Both agreements can be concluded through means of distance communication. Means of distance communication is any means which, without the simultaneous physical presence of the supplier and the consumer, can be used for the distance marketing of a service between those parties.

An electronic document cannot be used when legislation requires a qualified form for validity or proof of the statement, such as notarial certification of the signature or notarised deed.

Mortgage agreements must be in a qualified form for validity, a form of notarial deed executed in person before a notary public.

The internal policy of the given financial institution is also relevant.

Examples of banking/finance agreements where the written form is mandatory

As a general provision, the written form is required for all loan and credit agreements.

In which cases are only banking/finance agreements with wet-ink signatures accepted?

An electronic document cannot be used when the legislation requires a qualified form for validity or proof of the statement, e.g. notarial certification of the signature and notarised deed. Mortgage agreements must be in a qualified form for validity, a form of notarial deed executed in person before a notary public.

Czech Republic

When does a banking/finance agreement qualify as a written document?

Written legal statements require the signature of the acting person to be valid. The signature may be replaced by mechanical means where standard.

Legal statements in electronic (or other technical) form are also deemed to be written legal statements if it is possible to capture the content and identify the acting person.

Examples of banking/finance agreements where the written form is mandatory

As a general provision, consumer loan agreements, security documents, agreements on the provision of investment services and payment services agreements must be in writing.

For financial legal statements, it is typical for the signatures to be replaced by mechanical means, usually represented by a stamp simulating the real signature.

In which cases are only banking/finance agreements with wet-ink signatures accepted?

In cases where a qualified form is required (notarial deed) and Czech law does not allow the qualified form to be executed electronically, e.g. certain security documents.

Hungary

When does a banking/finance agreement qualify as a written document?

In the case of banking/finance agreements, the definition of a written legal statement is the same as in commercial contracts: only agreements in an electronic form signed with an advanced or qualified electronic signature or documents authenticated via the central government-provided eSignature (eAláírás) service qualify as written agreements.

Examples of banking/finance agreements where the written form is mandatory

As a rule, loan agreements, mortgage loan agreements and all contracts by financial institutions for providing financial services and financial auxiliary services, excluding payment orders for a single payment transaction, must be concluded in writing.

In which cases are only banking/finance agreements with wet-ink signatures accepted?

If the agreement, e.g. real estate mortgage agreement, must be submitted to the land registry, it must be signed with a wet-ink signature because the land registry office's methods are still paper-based. The act on electronic land registry entered into force on 15 January 2025. From this date, wet-ink signatures are no longer be required in case of real estate mortgage agreements.

Poland

When does a banking/finance agreement qualify as a written document?

An agreement will be deemed written if it is signed with a handwritten signature. If the agreement is in an electronic form, it must be made by electronic means (in pdf.) and signed with a qualified electronic signature.

Polish law recognises various types of written legal statements, including:

a. simple written form;
b. form with date certified;
c. form with signatures certified by a notary public;
d. a notarial deed.

An agreement in electronic form will be equal to the simple written form. A document signed by a qualified electronic signature with a time stamp will be equal to the written form with the date certified.

In general, agreements may be signed in a "mixed form", i.e. in which one party signs the agreement in handwriting and the other with a qualified electronic signature.

There is an exclusion relating to banking operations signed with a simple electronic signature (not with a QES) which can be deemed equal to the written form if certain provisions are met and the bank has concluded a respective agreement with the customer.

Examples of banking/finance agreements where the written form is mandatory

As a rule, credit facilities agreements, loan agreements, mortgage statements (mentioned in Art. 95 of Banking Law), bank guarantees, where a receivable has been evidenced in writing, and assignments of receivables are also evidenced in writing as well as registered and financial pledges agreements.

In which cases are only banking/finance agreements with wet-ink signatures accepted?

In agreements which must be executed in the form of a notarial deed or with signatures certified by a notary public, as well as with date certified (if the signing party does not have a time stamp). This applies in general to mortgage statements and civil pledges.

Romania

When does a banking/finance agreement qualify as a written document?

The definition of a written statement is the same as in commercial contracts: banking/finance agreements in an electronic form must be signed with a qualified electronic signature.

However, for mortgage contracts over immovable property, the notarised form is mandatory. In addition, for consumer loan contracts concluded at distance, although the written form is required as a rule for evidentiary purposes (including a QES for contracts in electronic form), the law allows that a loan contract can be validly concluded and evidenced for enforcement purposes (*titlu executoriu*) through other means, even if the consumer that benefited from the loan amount refused to sign the contract by handwritten signature or QES, except when the signature is expressly agreed on as a condition of validity (Government Ordinance No. 85/2004).

Examples of banking/finance agreements where the written form is mandatory

Under Romanian law, the written form is mandatory for loan agreements, mortgage loan agreements over movable property (if the mortgage concerns immovable property, notarisation is mandatory) and for all contracts from financial institutions for providing financial services and financial auxiliary services, excluding payment orders for a single payment transaction.

In which cases are only banking/finance agreements with wet-ink signatures accepted?

Where the notarised form is mandatory, agreements need to be wet-ink signed by hand before a notary public.

A draft law, which aims to enable notarial deeds to be executed by means of a QES, through a platform operated by the National Union of Public Notaries in Romania (*Uniunea Nationala a Notarilor Publici din Romania*) is currently being discussed before the Chamber of Deputies.

Serbia

When does a banking/finance agreement qualify as a written document?

The definition of a written legal statement is the same as under employment law, in the case of commercial contracts and real estate related agreements: if the banking/finance agreement is in an electronic form, only a QES is acceptable if the law requires the written form.

Examples of banking/finance agreements where the written form is mandatory

The written form is required for, e.g. all credit agreements (bank loans, syndicated loans, mortgage loans, etc.), bank guarantee agreements, agreements to open a bank account, letter of credit, all contracts of financial institutions for providing financial services, mortgage statements, pledge agreements, promissory notes, financial leasing agreements, and agreements on financial collateral.

Additionally, certain documents have to be notarised, e.g. mortgage statements and agreements, and share pledge agreements.

In which cases are only banking/finance agreements with wet-ink signatures accepted?

Mortgage statements and agreements, pledge agreements and promissory notes, given that the Cadastral Registry, Pledge Registry of the Serbian Business Registers Agency and banks accept them only on paper with wet-ink signatures.

Slovakia

When does a banking/finance agreement qualify as a written document?

Written legal documents must be signed by the acting person to be valid. In some cases, a mechanical signature can be used if it is a standard practice.

The written form is preserved if the legal act is made by electronic means which enable the content of the legal act to be recorded and the person who made the legal act to be identified. The written form will always be preserved if the legal act made by electronic means is signed by a qualified electronic signature or a qualified electronic seal.

However, there are several banking/finance agreements where the law requires stricter formal requirements such as a notarial deed or verification of the signature. If Slovak law requires the verification of a signature (typically by notarisation) on an agreement, then signing such an agreement by using a qualified electronic signature or qualified electronic seal provided with a time stamp does not require further verification.

Examples of banking/finance agreements where the written form | is mandatory

Among others, Slovakian law requires a mandatory written form for consumer loan/home loan contracts (otherwise the consumer loan is deemed provided free of interest and fees / the home loan is invalid), contracts concerning shares, e.g. share pledge agreement, share purchase agreement, share donation agreement, and share escrow.

In which cases are only banking/finance agreements with wet-ink signatures accepted?

All agreements required for a notarial deed must be signed with wet-ink signatures.

Slovenia

When does a banking/finance agreement qualify as a written document?

A banking/finance agreement is deemed written when written down and signed.

However, where the written form is required by law or regulation, an electronic form will be deemed to be equivalent to the written form if the data in electronic form is available and suitable for later use.

A banking/finance agreement is binding if it is signed with a handwritten signature or, if in electronic form, signed with a qualified electronic signature.

This means that only a qualified electronic signature is sufficient for a banking/finance agreement where the written form is mandatory.

Examples of banking/finance agreements where the written form is mandatory

Among others, loan agreements, certain security agreements, pledges, letters of credit, and bank guarantees require the written form. For certain security agreements, please also see the real estate section (4.8).

In which cases are only banking/finance agreements with wet-ink signatures accepted?

For certain security agreements, please also see the real estate section (4.8).

Ukraine

When does a banking/finance agreement qualify as a written document?

The definition of a written statement is the same as in the case of commercial contracts and real estate contracts.

In the case of banking/finance agreements, there is no direct prohibition on using e-signatures.

Signing with a qualified e-signature is usually accepted as written. Advanced and standard e-signatures and certain types of other electronic signing methods (such as scanned versions of agreements sent via email, accepting the agreement on an online platform or by clicking) are accepted as written if the parties have explicitly agreed to that in writing in an initial agreement and attach a sample of the handwritten signatures.

Examples of banking/finance agreements where the written form is mandatory

As a rule, a loan agreement must be concluded in writing if its contractual value is at least ten times higher than the statutory minimum taxable income of private citizens, and in cases where the lender is a legal entity, regardless of the amount.

In which cases are only banking/finance agreements with wet-ink signatures accepted?

Agreements which are subject to mandatory notarisation must be signed with wet-ink signatures.

Banking and finance contracts use case comparison

This chart shows a comparison between nine CEE countries on the issue whether the following type of electronic signatures are accepted in the case of banking and finance contracts where the law requires the written form.

	Bulgaria	Czech Republic [1]	Hungary	Poland	Romania	Serbia	Slovakia [2]	Slovenia[3]	Ukraine [4]
QES with time stamp	√	√	√	√	√	√ [3]	√	√	√
QES without time stamp	√	√	x	√	√	√ [3]	√	√	√
AES with time stamp	x	√	√	x	√	x	√	x	√
AES without time stamp	x	√	x	x	√	x	√	x	√
Advanced biometric signature	x	√	√	x	x	x	√	x	√
SES	x	√	x	x	√	x	√	x	√
Scanned electronic version of the original paper-based document with handwritten signature sent as an attachment to an ordinary email without electronic signature but with a standard email signature panel	x	√	x	x	x	x	√	x	√
Sent as text in an ordinary email, without electronic signature but with a standard email signature panel	x	√	x	x	x	x	√	x	x
Sent as an SMS	x	√	x	x	x	x	√	x	x
Signed with a copy-pasted image of a handwritten signature, sent as an attachment to an ordinary email	x	√	x	x	x	x	√	x	√
Signed with the typed name of the signatory and sent as an email attachment	x	√	x	x	x	x	√	x	x
Sent via a social media message sending application, e.g. Messenger, Viber, LinkedIn	x	√	x	x	x	x	√	x	x
Sent via a chat application	x	√	x	x	x	x	x	x	x
Agreements accepted online, by ticking a checkbox or by clicking on a button (“click-on agreements”)	x	√	x	x	x	x	x	x	√
Agreement accepted through an online platform provided by the other party	x	x	x	x	x	x	x	x	√

[1] Czech Republic: Electronic signatures cannot be used if a qualified form (notarial deed) is required and such qualified form is not allowed to be executed electronically. Additional requirements may apply where the law requires officially verified signature or at least advanced electronic signature based on a qualified certificate. Documents used for registration in the Real Estate Register may be concluded only with an advanced electronic signature based on a qualified certificate or qualified electronic signature, provided that they also bear a qualified electronic time stamp.

[2] Slovakia: if a special form or verification is not required by law, e.g. notarial deed on direct enforceability.

[3] Slovenia: only for banking/financial agreements where no special form, e.g. notarial deed or certification of signature, is required by law.

[4] Ukraine: if banking/finance contracts are not subject to notarisation.

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