

ZEGAL GUIDES TO EVERYTHING LEGAL

ZEGAL GLOBAL E-SIGNING HANDBOOK

Country by country guide



ZEGAL

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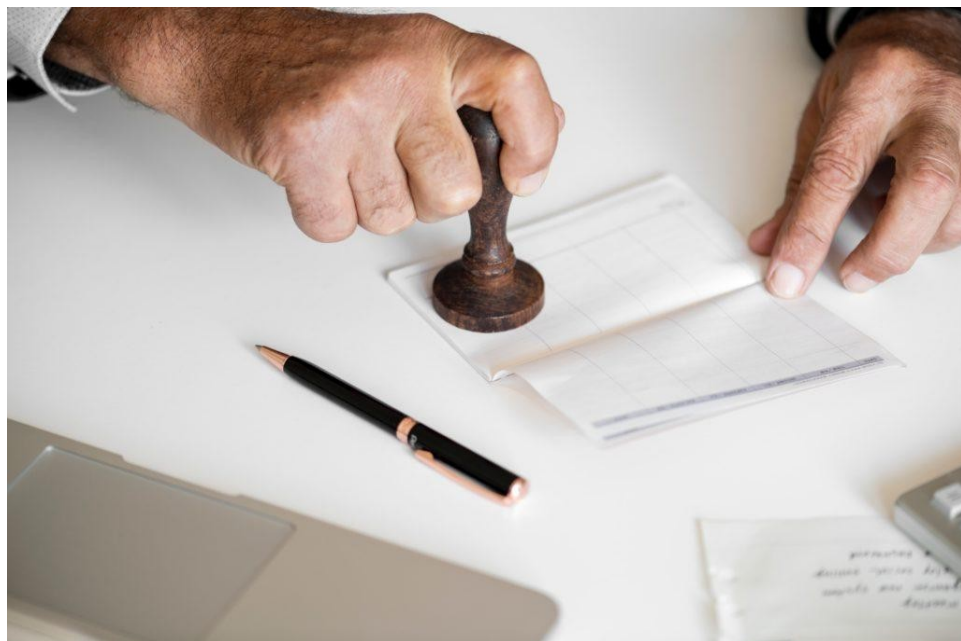
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A Nugget of Historical Context

For centuries, the signature has been humankind's way of showing one's distinct identity on objects and documents. Throughout time and space, signatures have taken an infinite number of forms and mutations.

The ancient Egyptians used hieroglyphics. Romans were known to use signatures during the late empire, but the first incarnation of the signature as the western world knows it today came in 1069. "El Cid", a nobleman from Medieval Spain, first signed his name on a document for a donation to a church. While on the other side of the world, the use of a seal was much more prominent—printing stamps and impressions of names on documents and objects, a practice which continues to this day.

The signatures of today, and in particular, electronic signatures are a radical departure from the past. Hand-signing something and using a seal a hundred years ago was much more of a physical manifestation of one's word and bond. The pomp and circumstance of making your mark felt important each time, whether it was dipping a fountain pen in ink, melting red wax on a letter and sealing it with a signet ring, or using a heavy jade stamp to authoritatively impress your name on a document with red ink. Signatures felt like they *mattered*.



Today, your signature on a tablet will suffice - something we have all become accustomed to doing during COVID as our shopping is delivered to our door. But, do not be fooled by the casual nature of electronic signatures—they are more often than not just as binding as written or “wet” signatures. We all need to be signing into the digitalised age of digital signatures, electronic signatures, also known as e-signatures, or e-signing. Or as we like to call it at Zegal, *Z-signing* (pronounced zee-sign!).

Benefits of Using E-signatures

The digital world is synonymous with convenience. Transforming paperwork into accessible, on-the-go, electronic documents makes it convenient for everyone anywhere, anytime. It is essential that this level of convenience does not undermine the legality of business conducted digitally.

Have you ever been asked to read an online form and then check a box indicating that you accept the terms of the agreement? Or have you ever found yourself typing or even signing your name using a touchpad on a line to indicate you understand and accept an agreement? Both are examples of e-signatures.

An electronic signature, or e-signature, is a simple, legally binding way to indicate consent or approval on digital documents, contracts, agreements, or forms. E-signing saves money and time as well as providing a flexible, digital system for contracts.

You might think that paper is cheap. But paperwork involves costs—in purchasing, printing, copying, scanning, delivering, storing, and disposing of paper. With e-signatures, you eliminate these costs.

Managing paper can be a tiresome task. Add to it the possibility of documents being damaged, lost, or forged—these nuisances can be avoided using e-signatures. It is also easier to archive and retrieve documents that have been e-signed. A digital log will provide the details of the document, such as email addresses, the time when the

document was signed, IP addresses, and the digital fingerprint of the document.

The turnaround time for a document can be shortened by as much as 95%. This means that businesses can close deals faster and reduce the risk that something may interfere with or delay an agreement.

Signing off on a laptop or smartphone means that documents can be signed anytime and anywhere.

How Does E-signing Work?

There are many software providers including Zegal that provide digital and e-signature software. These services empower businesses to send documents for e-signature with a few clicks. Ordinarily the service is run directly on your web browser. Be careful not to use a service that does not have secure 2 factor verification (or another clear way that it verifies the signer). Parties receive the document and sign it online quickly and easily. The document can also be stored on a secure server provided by the service provider for record keeping or future reference.



Different Types of E-signatures

Did you know a digital signature isn't the same as an electronic signature? The different terms often sound like they could be interchangeable but are in fact, not. If you're curious about the different types of electronic signing including QES, AES and SES, you've come to the right place.

In essence, electronic signatures officially hold the same weight as ink signatures. Every country has specific rules on electronic signatures and how to demonstrate proof of signing in a law court. Refer to our country by country e-signing rules guides below for country-specific information.

E-signature



This is the most common form you will come across.

Importantly, you may often see this referred to as electronic signature, e-sign, e-signature, eSign, eSignature, or the long-form Standard Electronic Signature (SES). In fact, these are all the same thing.

They refer to, and derive their legal basis from, the act of signing a document (online). The users' *intent* to sign gives it authority. Unless specific restrictions apply (which [vary by jurisdiction](#)), by applying an electronic signature to a document, *you are signing it*.

Zegal has built-in e-signing!

Start a [free trial](#) and give it a go

Digital Signature

This is the one that will trip up most people. A digital signature is a type of electronic signature with more security than a standard electronic signature. **The digital signature is an algorithm** determining the authenticity of software or a document.

Moreover, this digital signature helps **authenticate the signature** to ensure it has kept its integrity through the process of sending to various recipients.



In reality, these are generally only used for government systems and banks for high-level protection. In other words, think of digital signatures as a virtual fingerprint compared to electronic signatures as photo identification.

Advanced Electronic Signature (AES)

An advanced electronic signature (AES) is a sub-type of **digital signature** with the additional following capabilities:

- uniquely linked to the signatory;
- capable of identifying the signatory;
- created under the signatory's sole control; and
- linked to other electronic data in such a way that any change to the data can be detected.

Qualified Electronic Signature

Finally, a qualified electronic signature (QES) is a specific digital electronic signature that has been verified with the particular specifications of a **Trusted Third Party** or a government. Moreover, this includes using a secure signature creation device, and certification as 'qualified' within the applicable jurisdiction.

Importantly, a **QES doesn't increase the security of a document**, it only reduces the burden of proof if a legal dispute arises.

Legality of E-signatures

Electronic signature laws vary across jurisdictions. Many countries have passed their own electronic transactions acts. For instance, many countries like Singapore, treat e-signatures and e-documents the same as paper records and ink signatures.

In 1998, Singapore became one of the first countries to allow the signing of legal documents online. This is now enforced by the Electronic Transactions Act 2010. Hong Kong soon followed and e-signing is now governed by the Electronics Transaction Ordinance (Cap 553). Both these legislations bring local laws on electronic transactions in line with the United Nations Convention on the Use of Electronic Communications in International Contracts, adopted in November 2005.

In the EU, the new [eIDAS Regulation](#) has made e-sign and global business smooth and simple. A business or organisation may choose between Standard, Advanced or Qualified e-signatures, depending on their security needs, with all three legally effective, as a result. The UK laws may of course change as a result of Brexit. But it is safe to say that the UK will not reverse its position that e-signing is fast becoming the standard for execution of documents. In fact from early 2021, the sale of houses can now be done digitally!

As below, have a look at the individual electronic signature laws of the country you are looking to do business with for a clear look at the individual requirements.

Thus generally e-signatures hold the same weight and validity as a hard-copy signature but without the paper, transport, and time. Nevertheless, certain documents, such as those that must be signed in the presence of a witness, cannot be e-signed.

You should take legal advice if you are at all uncertain and you are signing highly sensitive or important documents, for example your will.

E-signing Laws: Australia

E-signatures are used around the globe and Australia is no different. With a resilient economy and fast urbanisation of infrastructure, Australia is an attractive country to conduct business in. It has also been ranked 18th in the 2018 World Economic Forum's Global Competitiveness Report, proving the competency of Australia's economic landscape.

Australia's uninterrupted strong Gross Domestic Product growth in the past two decades indicates the potential for increasing growth, enticing international businesses to enter the Australian market.

With international business activities, there is a demand for convenience which entails electronic signatures as part and parcel of business transactions. Therefore, it is important to keep yourself updated with Australia's regulations with regards to e-signatures.



The Rules on E-sign in Australia

The Electronic Transactions Act was introduced in 1999 and adopts an open legal framework.

Requirement for signature

- 1) If, under a law of the Commonwealth, the signature of a person is required, that requirement is taken to have been met in relation to an electronic communication if:
 - a) in all cases—a method is used to **identify the person and to indicate the person's intention** in respect of the information communicated; and
 - b) in all cases—the method used was either:

- c) **as reliable as appropriate for the purpose** for which the electronic communication was generated or communicated, in the light of all the circumstances, including any relevant agreement; or
- d) proven in fact to have **fulfilled the functions** described in paragraph (a), by itself or together with further evidence;

Applicability of an Electronic Signature

- 1) as reliable as appropriate for the purpose for which the electronic communication was generated or communicated, in the light of all the circumstances, including any relevant agreement; or
 - a) proven in fact to have fulfilled the functions described in paragraph (a), by itself or together with further evidence; and
 - b) if the signature is required to be given to a Commonwealth entity, or to a person acting on behalf of a Commonwealth entity, and the entity requires that the method used as mentioned in paragraph (a) be in accordance with particular information technology requirements—the entity's requirement has been met; and
 - c) if the signature is required to be given to a person who is neither a Commonwealth entity nor a person acting on behalf of a Commonwealth entity—the person to whom

the signature is required to be given consents to that requirement being met by way of the use of the method mentioned in paragraph (a).

With the international landscape, it's important to understand the legal implications that come along with convenience. Here are some examples of when e-signatures are applicable in Australia.

Use Cases for E-signing

Instances where electronic signatures are generally considered appropriate:

- HR documents, such as new employee onboarding processes including employment contracts, non-disclosure agreements, employee invention agreements, privacy notices, and benefits paperwork
- licenses for intellectual property
- commercial agreements between corporate entities, including non-disclosure agreements, invoices, purchase orders, sales agreements and service agreements
- consumer agreements
- residential and commercial lease agreements

Use Cases Requiring Physical Signatures

There are some cases where a handwritten signature will be necessary. These include:

- official Commonwealth documents such as passports
- statutory declarations requiring a witness (excluded from ETA)
- powers of attorney in certain States/Territories (Powers of Attorney Act 2014 (Vic) s 33)
- wills, codicils and other testamentary instruments (excluded from ETA and notarization required by Succession Act 2006 (NSW))
- bills of exchange
- the signature, lodgement, service and filing of documents in connection with legal proceedings in certain States/Territories
- certain documents under legislation relating to health insurance, life insurance and general insurance
- certain documents, notices, and consents used in connection with the provision of credit related services under the National Consumer Credit Protection Act 2009 (Cth)
- transfers of intangible property, such as intellectual property

E-signing Laws: New Zealand

Named the world's easiest country to conduct business in 2016, New Zealand is not just a pretty face. The beautiful country boasts legal business structures that facilitate the smooth incorporation of companies.

Adding on to this, New Zealand introduced its Electronic Transactions Act in 2002 to help make international business activities even more convenient, especially on the go.

New Zealand welcomes foreign investors, implementing many business incentives that entices people to start a business in the Land of the Long White Cloud.

As an example of how simple and convenient New Zealand's procedures have become, have a look at their electronic signature regulations.



The Rules for E-signing in New Zealand

New Zealand adopts an open legal model.

Legal requirement for signature:

1) Subject to subsection (2) of the ETA, a legal requirement for a signature other than a witness' signature is met by means of an electronic signature if the electronic signature—

- a) **adequately identifies the signatory** and adequately **indicates the signatory's approval of the information** to which the signature relates; and
- b) is **as reliable as is appropriate** given the purpose for which, and the circumstances in which, the signature is required.

2) A legal requirement for a signature that relates to information legally required to be given to a person is met by means of an electronic signature **only if that person consents to receiving the electronic signature.**

Applicability of an Electronic Signature

Presumption about reliability of electronic signatures:

1) For the purposes of sections 22 and 23, it is presumed that an electronic signature is as reliable as is appropriate if—

- (a) the **means of creating the electronic signature is linked to the signatory** and to no other person; and
- (b) the means of creating the electronic signature was **under the control of the signatory** and of no other person; and
- (c) **any alteration** to the electronic signature made after the time of signing **is detectable**; and
- (d) where the purpose of the legal requirement for a signature is to provide assurance as to the integrity of the information to which it relates, any alteration made to that information after the time of signing is detectable.

(2) Subsection (1) does not prevent any person from proving on other grounds or by other means that an electronic signature—

- 1. is as reliable as is appropriate; or
- 2. is not as reliable as is appropriate.

Use Cases for E-signing

Instances where electronic signatures are generally considered appropriate:

- HR documents such as employment contracts, benefits paperwork, and other new employee onboarding processes
- commercial agreements between corporate entities including NDAs, procurement documents, sales agreements
- consumer agreements including new retail account opening documents
- Some real estate documents, such as lease agreements
- IP licenses, including patent, copyright and trademark

Use Cases Requiring Physical Signatures

There are some cases where a handwritten signature will be necessary. These include:

- warrants
- bills of landing
- wills, codicils, or other testamentary instruments
- Notarization - real property transfer contracts and deeds
- powers of attorney and enduring power of attorney
- affidavits statutory declarations, or other documents given on oath or affirmation
- transfers of intellectual property

North and East Asia

E-signing Laws: China

China has been fast ascending in the world of business, with technological advances that are said to rival Silicon Valley. With the booming business and growth in China's Growth Domestic Product, foreign trade has accounted for nearly 40% of it.

With a growing, prominent global economy, China's Electronic Signature Law has greatly increased the efficiency possibilities of business transactions. This cuts down on time and resources used to complete a business transaction, allowing trade to continue smoothly. Since 2004, e-signatures have been legally recognised in China under The PRC Electronic Signature Law.



The Rules for E-signing in China

The use of electronic signatures is under the Electronic Signature Law. China adopts an open Electronic Signature legal model.

(1) the “**electronic signatory**” means a person who **holds the creation data of an electronic signature** and **produces the electronic signature** either in person or on behalf of the person he represents

Chapter III Electronic Signature and Certification

Article 13

If an electronic signature concurrently meets the following conditions, it shall be deemed as a **reliable electronic signature**:

(1) when the creation data of the electronic signature are used for electronic signature, it exclusively **belongs to an electronic signatory**;

(2) when the signature is entered, its creation data are **controlled only by the electronic signatory**;

(3) after the signature is entered, any alteration made to the electronic signature **can be detected**; and

(4) after the signature is entered, any alteration made to the **contents and form** of a data message **can be detected**.

The parties concerned may also choose to use the electronic signatures which meet the conditions of reliability they have agreed to.

Applicability of an Electronic Signature

China's legal model is different to a tiered one where Qualified Electronic Signatures are seen as a legitimate form of e-signature. In China there aren't any conditions for electronic signature types. Chinese PRC law states that a traditional signature isn't always needed for a contract to be viewed as credible. Contracts are seen as valid if legally able individuals reach an agreement (verbally, electronically or by physically signing). The E-Signature Law says that contracts can't be refused for simply being electronic. Under Chinese Law, if called into question, these contracts may have to be supported in court with extra evidence.

Use Cases for E-signing

Instances where e-signatures are generally considered appropriate:

- consumer agreements, including invoices, purchase orders, order confirmations, sales terms, services terms, policies, shipment documentation, and user manuals

- HR Documents, such as regular employment contracts, NDAs, privacy notices, employee invention agreements benefits paperwork and other new employee onboarding processes
- commercial agreements between corporate entities, including invoices, sales agreements, distribution agreements, service agreements, NDAs, and purchase orders

Use Cases Requiring Physical Signatures

There are some cases where a handwritten or wet ink signature will be necessary. Examples include:

- government-related filings, including application forms for registration or licensing and assignment of intellectual property rights
- mortgages
- commercial and residential leases and real property transfer contracts
- certain commercial contracts, including major transactions of listed companies
- certain family law documents, ie. those pertaining to marriage, adoption, and succession
- securitisation documents

E-signing Laws: Hong Kong

Under Hong Kong law, the Electronic Transaction Ordinance (ETO) confirms contracts cannot be denied enforceability on the basis that they are concluded electronically. Contracts are generally valid if legally competent parties reach an agreement, this include verbal, electronic or with a physical document.

To prove a valid contract, parties may have to present evidence in court. Digital transaction management solutions can provide electronic records that will be admissible under Hong Kong law, to support the authenticity of a contract.



The Rules for E-signing in Hong Kong

Under ETO, Part III, Section 6:

Where an electronic signature of the first mentioned person satisfies the requirement if—

- a) The first mentioned person uses a method to attach the electronic signature to or logically associate the electronic signature with an electronic record for the purpose of identifying himself and indicating his authentication or approval of the information contained in the document in the form of the electronic record;
- b) Having regard to all the relevant circumstances, the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated; and
- c) The second mentioned person consents to the use of the method by the first mentioned person. (Replaced 14 of 2004 s. 5)

Applicability of an Electronic Signature

Admissibility of electronic records:

Without prejudice to any rules of evidence, an electronic record **shall not be denied admissibility in evidence in any legal proceeding on the sole ground that it is an electronic record.**

So, in a nutshell, you should consider anything you sign digitally to have equal weight to anything you sign on pen and paper in Hong Kong. For most of us living in countries with developed internet and communications infrastructure, electronic signatures will become a part of everyday life, if they haven't already.

Use Cases for E-signing

Instances where e-signatures are generally considered appropriate:

- corporate secretarial filings
- HR documents, such as new employee onboarding processes including employment contracts, non-disclosure agreements, employee invention agreements, privacy notices, and benefits paperwork
- commercial agreements between corporate entities, including non-disclosure agreements, invoices, purchase orders, sales agreements and service agreements
- consumer agreements, including purchase orders, order confirmations, sales terms, services terms, invoices, shipment documentation, user manuals, and policies
- transfers of intellectual property (e.g., copyright assignments and patents)

- licenses for intellectual property, including patent, copyright, software and trademark

Use Cases Requiring Physical Signature or a QES

There are some cases where a qualified electronic signature (QES) will be necessary. An electronic signing document validates a QES. A QES is considered to be the same as a handwritten signature. Examples include:

- Government leases and grant conditions(Schedule 1 ETO)
- judgments, and lis pendens referred to in the Land Registration Ordinance (Cap 128) by which any parcels of ground tenements or premises in Hong Kong may be affected (Schedule 1 ETO)
- assignment or mortgage within the meaning of the Conveyancing and Property Ordinance (Cap 219) or any other contract relating to or effecting the disposition of immovable property or an interest in immovable property (Schedule 1 ETO)
- a document effecting a floating charge referred to in section 2A of the Land Registration Ordinance (Cap 128) (Schedule 1 ETO)
- oaths and affidavits (Schedule 1 ETO)
- statutory declarations (Schedule 1 ETO)
- judgments or orders of court (Schedule 1 ETO)
- a warrant issued by a court or a magistrate (Schedule 1 ETO)
- negotiable instruments (Schedule 1 ETO)

- employee termination notices
- the creation, execution, variation, revocation, revival or rectification of a will, codicil or any other testamentary document (Schedule 1 ETO)
- the creation, execution, variation or revocation of a trust (other than resulting, implied or constructive trusts) (Schedule 1 ETO)
- the creation, execution, variation or revocation of a power of attorney (Schedule 1 ETO)
- the making or execution of any instrument, including commercial agreements, which is required to be stamped or endorsed under the Stamp Duty Ordinance (Cap 117) other than a contract note to which an agreement under section 5A of that Ordinance relates (Schedule 1 ETO)

E-signing Laws: Japan



Japan's tech industry has changed the global digital landscape in recent decades. From robotic servers at food chains to using technology for sustainability efforts for the Olympics 2021 project, Japan is leading the charge with tech.

As a pioneering hub for technology, it is only fitting that their legal processes be keeping up with the times. Japan's **Act on Electronic Signatures and Certification Business** governs the legality of electronic signatures for certified business transactions. Japan has recognised e-signatures as a legal form of signing since 2000, giving businesses the option to use them whilst trading. However, the degree

of legality that an electronic signature holds in Japan must meet the requirements as stated in the Act.

The use of electronic signatures is under the compliance of the Act on Electronic Signatures and Certification Business. Japan also adopts a tiered Electronic Signature legal model.

The Rules for E-signing in Japan

Contracts are valid if **parties reach an agreement**, whether they **agree verbally, electronically, or in a physical document** (e.g. paper) .

The **Japan E-signature Law** recognises electronic signatures as a method of entering into agreements, including conditions for the **presumption of legal authenticity**.

Applicability of an Electronic Signature

To prove a valid contract, parties often must present **evidence in court**. In general, Japanese courts have broad discretion in admitting and evaluating evidence. Leading digital transaction management solutions may be able to provide electronic records that are admissible as evidence, to help support the **existence, authenticity and valid acceptance of a contract**.

Under **Chapter II :Presumption of Authentic Establishment of Electromagnetic Record** of the Act, Article 3 states, ‘Any electromagnetic record that is made in order to **express information** (except for that prepared by a public official in the course of duties) shall be **presumed to be established authentically** if the Electronic Signature (limited to that which can be performed by the principal through appropriate management of codes and properties necessary to perform this) is performed by the **principal with respect to information recorded in such electromagnetic record.**’

Japanese e-signature law sees electronic signatures as a legitimate method of entering into agreements and in general; Japanese courts give generous discretion in admitting and evaluating evidence. This means that Qualified Electronic Signatures are seen as a legal type of e-signature. But this doesn’t mean that a non-QES e-Signature can’t be submitted in court, it simply means there will be extra evidence needed to support it.

Use Cases for E-signing

Instances where e-signatures are generally considered appropriate:

- IP Transfer agreements
- consumer agreements
- certain HR documents, like new employee onboarding processes

- general lease agreements
- commercial agreements including NDAs and sales agreements

Use Cases Requiring Physical Signatures

There are some cases where a handwritten signature are still required.

Examples include:

- some fixed term real estate lease agreements (Act on Land and Building Leases)voluntary guardianship contracts (Act on Voluntary Guardianship Contract)
- testamentary documents (Civil Code)
- some government filings under a power of attorney

Japan's Act on Electronic Signatures and Certification Business states "An e-signature is a measure taken with respect to information that can be recorded in an electromagnetic record (a record in electronic, magnetic or any other form not perceivable by human senses and that is used for information processing by computers), and that falls under both of the following requirements: It indicates that the person who has taken the measure created the information. It confirms whether the information has been altered."

E-signing Laws: Macau



The only Chinese city to legalise the casino business has been thriving as Macau has owned the top tourist spot in Asia for its prolific gambling scene.

Macau's casino business attracts international tourists and accounts for 15% of employment for the working population. This small city also boasts tourist attractions that are enticing for international businesses to invest in. As Macau finds its place internationally, foreign businesses should understand the legal procedures regarding electronic signatures, which vastly improve the ease of conducting international business fluidly.

The Macau Civil Code governs the electronic signature legislation and adopts a tiered legal model.

The Rules for E-signing in Macau

The passage of The Macau Law of Electronic Documents and Signatures in 2005 means e-signatures are legally recognised in Macau.

To prove a valid contract, a written signature is not required and contracts are considered valid if competent individuals reach an agreement. This can be verbally or electronically so long as its integrity can be shown. If parties need to present evidence in court, digital transaction management solutions can provide electronic records that are admissible as evidence under Articles 355 and 362 of the Macau Civil Code and Article 450 ff. of the Macau Civil Procedure Code.

Use Cases for E-signing

Instances where e-signatures are generally considered appropriate:

- HR documents, such as new employee onboarding processes including employment contracts, non-disclosure agreements, employee invention agreements, privacy notices, and benefits paperwork
- licenses for intellectual property, including software

- commercial agreements between corporate entities, including non-disclosure agreements, invoices, purchase orders, sales agreements and service agreements
- consumer agreements, including purchase orders, order confirmations, sales terms, services terms, invoices, shipment documentation, user manuals, and policies

Use Cases Requiring Physical Signature

There are some cases where a handwritten signature may be necessary. These include:

- Public works contracts (Decree-Law 74/99/M)
- Promissory contracts to purchase or transfer real property with real efficiency (Article 407, Macau Civil Code)
- Transmission of the property or use of a commercial enterprise, as well as the constitution of real use or guarantee rights over it, when the commercial enterprise comprises real assets (Article 94, Macau Notary Code)
- Division of common assets and property sharing in relation to inheritance, companies or any other common assets that comprise assets for which transmission a public deed is required (Article 94, Macau Notary Code)
- Incorporation, spin-off or merger of companies when they involve the assets for which transmission a public deed is required (Article 94, Macau Notary Code)

- Incorporation of groups of economic interest, consortium contracts and joint-ventures, when the interests provided comprise assets for which transmission of a public deed is required (Article 94, Macau Notary Code)
- Assignment of assets to creditors when it comprises assets for which transmission of a public deed is required (Article 94, Macau Notary Code)
- Contracts of extrajudicial transaction when from them effects that require a public deed may derive (Article 94, Macau Notary Code)
- Constitution of associations and foundations when they involve the transmission of real assets (Article 94, Macau Notary Code)
- Constitution and modification of mortgages over real assets, the transmission thereof of the change in the priority of the respective registration and the pledge of mortgage credits that must be registered with the land registry (Article 94, Macau Notary Code)
- Constitution, modification and discharge of the consignment of earnings and fixing and amendments of monthly alimony when charged over real assets (Article 94, Macau Notary Code)
- Financial leasing contracts over real assets (Article 94, Macau Notary Code)
- Revocation of residential and commercial lease agreements by mutual agreement of the parties, to be used as “enforceable titles” (Article 1015, Macau Civil Code)

- Residential and commercial lease agreements (Article 1032, Macau Civil Code)
- Assignment of the rental contract for commercial purposes to a third party (requires the witness of the signatures by a notary under (Article 1049, Macau Civil Code)
- Acts of incorporation (Article 179, Macau Commercial Code)
- Assignments of quotas in private limited liability companies by quotas (Article 366, Macau Commercial Code)
- Resignation of directors in private limited liability companies by quotas (Article 388, Macau Commercial Code)
- Commercial pledge (Article 915, Macau Commercial Code)
- Fiduciary transmission in guarantee (Article 918, Macau Commercial Code)
- Floating guarantee (Article 931, Macau Commercial Code)
- Powers of Attorney that confer generic civil or commercial administration powers, powers for exchange transactions, powers that involve the confession, waiver or transaction in judicial proceedings, and representation powers to intervene in acts that should be executed through public deed or similar notary instrument (Article 258, Macau Civil Code)
- Acts that import the recognition, constitution, acquisition, division or extinction of property rights, usufruct, use and housing rights, surface rights or servitude rights over real property, whether gratuitous or onerous (Article 94, Macau Notary Code)

- Certain contracts governed by the law of succession, such as contracts of inheritance (Article 94, Macau Notary Code)
- Contracts transmitting, renouncing to or waiving inheritance when the inheritance comprises real assets (Article 94, Macau Notary Code)
- Public wills (Article 2039, Macau Civil Code)
- Marriage contracts that cannot be executed according to the rules governing Civil Registry (Article 94, Macau Notary Code)
- Notarial Justifications (Article 94, Macau Notary Code)
- Strata Deeds (article 94, Macau Notary Code)
- Contracts for perpetual rent and lifetime rent if, in this case, the transmitted thing or right is valued in more than MOP500,000 or if that is the required form for its sale (Article 94, Macau Notary Code)

E-signing Laws: Singapore

A melting pot for international businesses, Singapore's presence on the map has been anything but small. The importance of global business transactions for the Singapore economy heightens the need for convenience when conducting business.

Singapore's legal framework, with regards to electronic signatures, is also aligned with international legal guidelines by key trading partners who ensure Singapore's thriving business ecosystem.



The Electronic Transaction Act (ETA) was introduced in 1998 then revised in 2010. It follows a tiered Electronic Transaction scheme. Drawing on the need for convenience and accessibility regardless of

physical locations, the ETA knocks down a barrier to entry for engaging in international business activities.

An electronic signature comes with the equal weightage as a traditional, written or “wet” signature. The legality of signatures, electronic or written, is not compromised regardless of how you are signing a document.

The Rules for E-signing in Singapore

The use of electronic signatures is under the compliance of the Electronic Transaction Act (ETA). Singapore also adopts a tiered Electronic Signing scheme.

Secure Electronic Signature

18.—(1) If, through the application of a specified security procedure, or a commercially reasonable security procedure agreed to by the parties involved, it can be verified that an electronic signature was, at the time it was made —

- (a) unique to the person using it;
- (b) capable of identifying such person;
- (c) created in a manner or using a means under the sole control of the person using it; and

(d) linked to the electronic record to which it relates in a manner such that if the record was changed the electronic signature would be invalidated, **such signature shall be treated as a secure electronic signature.**

(2) Whether a security procedure is commercially reasonable shall be determined in accordance with section 17(2).

Applicability of an Electronic Signature

Presumptions relating to secure electronic records and signatures

19.—(1) In any proceedings involving a secure electronic record, it shall be presumed, unless evidence to the contrary is adduced, that the secure electronic record has not been altered since the specific point in time to which the secure status relates.

(2) In any proceedings involving a secure electronic signature, it shall be presumed, unless evidence to the contrary is adduced, that —

(a) the secure electronic signature is the signature of the person to whom it correlates; and

(b) the secure electronic signature was affixed by that person with the intention of signing or approving the electronic record.

(3) In the absence of a secure electronic record or a secure electronic signature, nothing in this Part shall create any presumption relating to

the authenticity and integrity of the electronic record or electronic signature.

Use Cases for E-signing

Instances where e-signatures are generally considered appropriate:

- HR documents, such as new employee onboarding processes including employment contracts, non-disclosure agreements, employee invention agreements, privacy notices, and benefits paperwork
- transfers of intellectual property (e.g., copyright assignments and patents)
- licenses for intellectual property, including patent, copyright, software and trademark
- commercial agreements between corporate entities, including non-disclosure agreements, invoices, purchase orders, sales agreements and service agreements
- consumer agreements, including purchase orders, order confirmations, sales terms, services terms, invoices, shipment documentation, user manuals, and policies

Use Cases Requiring Physical Signatures

There are some cases where a handwritten signature will be necessary. These include:

- Contracts relating to or effecting the disposition of immovable property or an interest in immovable property
- Wills
- Declaration of trust or power of attorney
- Negotiable instruments
- Promissory notes
- Documents of title
- Consignment notes
- Bills of exchange
- Bills of lading

E-signing Laws: Taiwan

Taiwanese bubble tea has been making an impact internationally and is just one great example of one of the trendy and lucrative businesses that have gained traction globally from Taiwan.

Foreign trade has been spearheading the growth of Taiwan's economy for the past few decades. As a key country on the economic rise, Taiwan is a hot spot for foreign businesses to set up a branch of their office.

With international business in the modern era, it's important to know where different countries stand on e-signatures.



The Rules for E-signing in Taiwan

Taiwan has enacted the Electronic Signatures Act in 2001 meaning parties can use any form of electronic signature to create recognised contracts and documents. To prove a valid contract, parties may need to present evidence in court. Electronic records are admissible as evidence.

Article 4: With the **consent of the other party**, an electronic record can be employed as a **declaration of intent**.

Where a law or regulation requires that information be provided in writing, if the content of the information can be **presented in its integrity** and **remains accessible** for subsequent reference, with the consent of the other party, the **requirement is satisfied by providing an electronic record**.

Article 9: Where a law or regulation requires a signature or seal, with the **consent of the other party**, the **requirement is satisfied by using an electronic signature**.

Applicability of an Electronic Signature

Article 9 – By stipulation of a law or regulation or prescription of a government agency, the application of the preceding paragraph may be exempted, or otherwise require that particular technology or procedure be followed. In the event that **particular technology or procedure** is

required, the stipulation or prescription shall be fair and reasonable, and shall not provide preferential treatment without proper justifications.

Use Cases for E-signing

Instances where electronic signatures are generally considered appropriate:

- HR documents, such as new employee onboarding processes including employment contracts, non-disclosure agreements, employee invention agreements, privacy notices, and benefits paperwork
- transfers of intellectual property (e.g., copyright assignments and patents)
- licenses for intellectual property, including patent, copyright, software and trademark
- commercial agreements between corporate entities, including non-disclosure agreements, invoices, purchase orders, sales agreements and service agreements
- consumer agreements, including purchase orders, order confirmations, sales terms, services terms, invoices, shipment documentation, user manuals, and policies (but not consumer loan agreements).
- residential and commercial lease agreements

- transfers of intangible property (e.g., patent and copyright assignments)

Use Cases Requiring Physical Signatures

There are some cases where a handwritten signature will be necessary. These include:

- Home care service agreements for foreign workers
- Issuance and amendment of passport
- Notarization – real property transfer contracts and deeds
- Application documents required under Land Expropriation Act, Construction Act, Sand and Gravel Excavation Act, Factory Management Act
- Notices of insurance contracts and evidential documents for insurance claims under the Insurance Law required by the Financial Supervisory Commission (Ruling dated March 31, 2016 No. 10502561091 by the Financial Supervisory Commission)
- Securities transactions and listing documents required by the Financial Supervisory Commission under Securities Transaction Act, Merger and Acquisition Act, Regulations Governing the Administration of Shareholder Services of Public Companies (Ruling dated August 17, 2016 No. 10500309771 by the Financial Supervisory Commission)

South-East Asia

E-signing Laws: Indonesia

A promising foreign business economy, Indonesia is a country with interesting prospects for growing one's business. It's important to note Indonesia's political, cultural and social practices to properly conduct international business there.

Foreign investment and starting a business in Indonesia comes with several legal requirements and it is good practise to read up on the processes to arm yourself with knowledge before starting out in a new country.



The Rules for E-signing in Indonesia

Indonesia implemented the Electronic Information and Transaction Law in 2008 and adopts a tiered legal scheme.

A written signature is not always required for a valid contract under Indonesian law. It would be prudent to take note that the courts in Indonesia have been more hesitant than other countries in Asia to adopt e-signing technologies. In recent times, however, they have begun to accept electronically signed documents in court, often asking to verify through both seeing the softcopy on a laptop as well as a hardcopy document. Printing of e-signed documents is recommended.

Contracts are generally valid if legally competent parties **reach an agreement**, whether they agree verbally, electronically or in a physical paper document, provided that the basic requirements of a contract under the Indonesian Civil Code are fulfilled i.e.,

- (1) consent;
- (2) competency;
- (3) certainty, and
- (4) permissible cause (i.e., it does not contravene the prevailing regulations and principles of public order and morality).

The Law No. 11 of 2008 on Electronic Information and Transaction as amended by Law No. 19 of 2016 **specifically confirms that electronic contracts are valid and acceptable.**

Government Regulation 82 provides that there are **2 types of electronic signature** namely (i) certified and (ii) uncertified. **There is no mandatory requirement to have a certified electronic signature.**

Applicability of an Electronic Signature

To prove a valid contract, parties may sometimes have to present evidence in court. Leading digital transaction management solutions can provide **electronic records** that are admissible in evidence under Article 44 of Law No. 11 of 2008 on Electronic Information and Transaction, to support the existence, authenticity and valid acceptance of a contract.

Use Cases for E-signing

Instances where e-signatures are generally considered appropriate:

- consumer agreements, including new retail account opening documents
- commercial agreements between corporate entities, including NDAs and sales agreements
- real estate documents, including lease agreements

Use Cases Requiring Physical Signatures

There are some cases where a handwritten or wet ink signature will be necessary. Examples include:

- HR documents
- corporate documents, such as articles of association, shareholders resolutions, share/asset transaction documents
- IP transfer documents
- real property transfer contracts and deeds (except lease contracts and other contracts related to real estate, which can be generally signed validly via any form of electronic signature)
- certain corporate documents, such as share/asset transactions documents

E-signing Laws: Thailand

Known as the “Land of Smiles”, Thailand’s tourism industry has been booming. On top of this, Thailand has been a regional leader in agriculture, automotive, and electronics.

Business in Thailand is lucrative and promises a strong and resilient tourism industry that can be boosted even more by international business activities.

Thailand’s growing global presence in other sectors of the economy provides plenty of opportunities for growth in the nation.



The Rules for E-sign in Thailand

Thailand has an Electronic Signature Act and adopts a tiered legal model.

Under Thai law, a written signature is not necessarily required for a valid contract – **contracts are generally valid if legally competent parties reach an agreement, whether they agree verbally, electronically or in a physical paper document** (Sections 7, 9, 13 of the E-Transactions Act).

The E-Transactions Act specifically confirms that contracts **cannot be denied enforceability** merely because they are concluded electronically.

Applicability of an Electronic Signature

To prove a valid contract, parties sometimes have to present evidence in court. In the absence of a QES, leading digital transaction management solutions can provide electronic records that are admissible in evidence under Section 11 of the E-Transactions Act, to support the existence, authenticity and valid acceptance of a contract.

Use Cases for E-signing

Instances where e-signatures are generally considered appropriate:

- consumer agreements, including invoices, purchase orders, order confirmations, sales terms, services terms, policies, shipment documentation, and user manuals
- HR Documents, such as regular employment contracts, NDAs, privacy notices, employee invention agreements benefits paperwork and other new employee onboarding processes
- real estate documents including leases
- commercial agreements between corporate entities, including invoices, sales agreements, distribution agreements, service agreements, NDAs, and purchase orders

Use Cases Requiring a Physical Signature

There are some cases where a handwritten or wet ink signature will be necessary. Examples include:

- mortgages
- immovable property contracts
- sale of ships contracts of five tons and over
- certain family law documents, ie. those pertaining to marriage, adoption, and succession
- securitisation documents

E-signing laws: The Philippines

The Philippines has become a fast-growing nation over the past decades and attributes its growth to the enthusiastic working population, which welcomes globalisation and overseas opportunities.

This is a country that has its citizens stationed all over the world proving the importance of international business for their economy. It is a country with plenty of business opportunities.



The Rules for E-signing in The Philippines

The Philippines has an Electronic Commerce Act and adopts a tiered legal model.

Section 8

Pertaining to e-sign laws in The Philippines, legal recognition is as follows:

An e-signature on the electronic document shall be **equivalent** to the signature of a person on a written document if the signature is an electronic signature and **proved by showing that a prescribed procedure, not alterable by the parties interested in the electronic document, existed under which-**

- (a) A method is used to **identify the party** sought to be bound and to indicate said party's access to the electronic document necessary for his consent or approval through the electronic signature;
- (b) Said method is **reliable and appropriate** for the purpose for which the electronic document was **generated or communicated**, in the light of all circumstances, including any relevant agreement;
- (c) It is necessary for the party sought to be bound, in or order to proceed further with the transaction to have executed or provided the electronic signature; and

(d) The other party is **authorised and enabled to verify the electronic signature** and to make the decision to proceed with the transaction authenticated by the same.

Section 9

Presumption Relating to Electronic Signatures: In any proceedings involving an electronic signature, it shall be presumed that,

(a) The electronic signature is the signature of the person to whom it correlates; and

(b) The electronic signature was **affixed by that person** with the intention of signing or approving the electronic document unless the person **relying on the electronically designed electronic document knows or has noticed defects in or unreliability of the signature** or reliance on the electronic signature is not reasonable under the circumstances.

Applicability of an Electronic Signature

Section 11. Authentication of Electronic Data Messages and Electronic Documents. Until the **Supreme Court** by appropriate rules shall have so provided, **electronic documents, electronic data messages and electronic signatures, shall be authenticated by demonstrating, substantiating and validating a claimed identity of a user,** device, or

another entity is an information or communication system, among other ways, as follows;

(a) The electronic signatures shall be **authenticated by proof** rather than a letter, character, number or other symbol in electronic form representing the persons named in and attached to or logically associated with an electronic data message, electronic document, or that the appropriate methodology or security procedures, when applicable, were employed or adopted by such person, with the intention of authenticating or approving in an electronic data message or electronic document.

E-signing Laws: Vietnam

An export-led gross domestic product has allowed Vietnam to enjoy positive growth in the recent decade. Additionally, big names like Samsung and LG have expanded their global operations into Vietnam, boosting employment and spurring growth.

As foreign investors and businesses start to enter the Vietnamese market, Vietnam has proven to be a country with a rising potential for many international businesses.



The Rules for E-signing in Vietnam

Vietnam's electronic signature laws are under the Vietnamese Civil Code and it adopts a tiered legal framework.

Contracts are generally valid if legally competent parties **reach an agreement**, whether they **agree verbally, electronically** or in a physical paper document (Civil Code, Article 119).

The Law on E-Transactions specifically **confirms that contracts cannot be denied enforceability** merely because they are concluded electronically (Law on E-Transactions, Article 14.1). This means a written signature is not necessarily required for a valid contract.

Applicability of an Electronic Signature

To prove a valid contract, parties sometimes have to **present evidence in court**. Leading digital transaction management solutions can **provide electronic records** that may be admissible in evidence to support the existence, authenticity and valid acceptance of a contract (Law on E-Transactions, Article 14.2).

Use Cases for E-signing

Instances where e-signatures are generally considered appropriate:

- consumer agreements, including invoices, purchase orders, order confirmations, sales terms, services terms, policies, shipment documentation, and user manuals
- HR documents, such as regular employment contracts, employee invention agreements, benefits paperwork and other new employee onboarding processes as well as NDAs and privacy notices.
- commercial agreements including invoices, sales agreements, distribution agreements, service agreements, NDAs, and purchase orders

Use Cases Requiring Physical Signatures

There are some cases where a handwritten or wet ink signature will be necessary. Examples include:

- transfers of movable assets
- real property transfer contracts
- intangible property transfers

United Kingdom

E-signing Laws: United Kingdom



A leading economic power amongst the countries, doing business in the United Kingdom (UK) opens up a large economic base with many opportunities.

However, the business landscape is changing and restructuring in light of the UK leaving the European Union officially. Already, many articles and research papers have been written in speculation of what the economy will progress towards. As the landscape changes, it is

advisable to keep abreast of the business legislation that surrounds international business activities.

The Rules for E-Signing in the United Kingdom

The E-sign laws in the UK are well-established. The Electronic Communications Act was introduced in 2000. It adopts a tiered legal framework.

Section 7

Electronic signatures and related certificates.

(1) In any legal proceedings—

- (a) an electronic signature incorporated into or logically associated with a particular electronic communication or particular electronic data, and
- (b) the certification by any person of such a signature, **shall each be admissible in evidence in relation to any question as to the authenticity** of the communication or data or as to the integrity of the communication or data.

(2) For the purposes of this section an electronic signature is so much of anything in electronic form as—

- (a) is incorporated into or otherwise logically associated with any electronic communication or electronic data; and

[F2(b) purports to be used by the individual creating it to sign.]

Applicability of an Electronic Signature

For the purposes of this section an electronic signature incorporated into or associated with a particular electronic communication or particular electronic data is certified by any person if **that person (whether before or after the making of the communication) has made a statement** confirming that—

1. the signature,
2. a means of producing, communicating or verifying the signature, or
3. a procedure applied to the signature, is (either alone or in combination with other factors) a valid means of signing.

Use Cases for E-signing

Instances where electronic signatures are generally considered appropriate:

- HR documents, such as new employee onboarding processes including employment contracts, and benefits paperwork
- commercial agreements between corporate entities, including non-disclosure agreements, invoices, purchase orders, sales agreements and service agreements
- consumer agreements

- certain securitization documents, such as a guarantee
- real estate documents

Use Cases Requiring Physical Signatures

There are some cases where a handwritten signature will be necessary. These include:

- real property documents submitted for registration with Land Registry and Land Charges Registry, including deed of transfer, certain leases, grants or transfers of a charge
- documents that are registrable or need to be filed with an authority. This includes documents required to be sent to HM Revenue and Customs, where stamp duty is payable
- wills and lasting powers of attorney

Offshore

E-sign Laws: Cayman Islands

A white-listed 'tax haven', Cayman Islands boasts no income taxes and a very stable political and robust economy. In addition, Cayman Islands is known for its fast and flexible incorporation process.

This forward-thinking nation and its adoption of technological advances makes it an appealing place to do business.



The Rules for E-signing in Cayman Islands

The Electronic Transactions Law was enacted in 2000. There were also revisions to the act in 2003. In essence, the revised act states that –subject to certain requirements– contracts will not be excluded from having full legal effect by virtue of their execution with an electronic signature.

The specifics of the ETL for E-sign laws in Cayman Islands are as follows:

19. (1) Where the signature of a person is required by a statutory provision, rule of law, contract, or deed, that requirement shall be met in relation to an electronic record if an electronic signature is used that is as reliable as was appropriate for the purpose for which the electronic record was generated or communicated, in all the circumstances, including any relevant agreements.

(2) Subsection (1) applies whether the requirement for a signature is in the form of an obligation or the statutory provision, rule of law, contract or deed provides consequences for the absence of a signature.

(3) An electronic signature shall be reliable for the purpose of satisfying the requirement referred to in paragraph (1) if –

- a) the **means of creating the electronic signature** is, within the context in which it is used, **linked to the signatory** and to no other person;
- b) the means of creating the electronic signature was, at the time of signing, under the **control of the signatory** and of no other person;
- c) any **alteration** to the electronic signature, made after the time of signing, **is detectable**; and
- d) where a purpose of the legal requirement for a signature is to **provide assurance as to the integrity of the**

information to which it relates, any alteration made to that information after the time of signing is detectable.

Applicability of an Electronic Signature

A person relying on an electronic signature shall bear the legal consequences of his failure to:

1. **take reasonable steps** to verify the reliability of an electronic signature; or
 2. where an electronic signature is **supported by a certificate**, take reasonable steps to –
 - a) verify the validity, suspension or revocation of the certificate; or
 - b) observe any limitation with respect to the certificate.
22. In determining whether, or the extent to which, a certificate or an electronic signature is legally effective, no regard shall be had to the place where the certificate or the electronic signature was issued, nor to the jurisdiction in which the issuer had its place of business.

E-signing Laws: British Virgin Islands

40% of the world's offshore companies are listed as British Virgin Islands (BVI) Company Registrations. The reason why almost half of the total is listed with BVI is because of the multitude of benefits and opportunities that comes with being BVI-registered.

With a strong and robust legal framework and a low-key international profile, conducting businesses with BVI is simple and straightforward. Known as a 'tax haven', BVI is an attractive place to conduct business. BVI has an independent judicial system, meaning that prospective investors ought to be kept up to date with their legal processes.



The Rules for E-sign in BVI

The Electronic Transactions Act was implemented to help streamline and increase the convenience with incorporating and starting businesses in BVI.

(1) Where a law or agreement requires a signature, that requirement is satisfied in relation to an electronic communication if:

- (a) a **method is used to identify the person and to indicate that the person intended to sign** or otherwise adopt the information in the electronic communication; and
- (b) the method used in error in electronic communications.
- (c) **as reliable as appropriate** for the purpose for which the electronic communication was generated or communicated, in the light of all the circumstances, including any relevant agreement; or
- (d) **proven to have fulfilled the functions** described in paragraph (a), by itself or together with further evidence.

Applicability of an Electronic Signature

Where signature creation data or authentication data can be used to create a signature or authenticate any electronic communication that has legal effect, each signatory shall

- (a) exercise **reasonable care to avoid unauthorised use** of his or her signature creation data or authentication data;
- (b) without undue delay, **notify any person who may reasonably be expected by the signatory to rely on** or to provide services in support of the electronic signature if
- (i) the signatory knows that the signature creation data or authentication data has been compromised; or
 - (ii) the circumstances known to the signatory give rise to a substantial risk that the signature creation data or authentication data may have been compromised; and
- (c) where a certificate is used to support the electronic signature or authentication data, exercise reasonable care to ensure the accuracy and completeness of all material representation made by the signatory, which are relevant to the certificate throughout its lifecycle, or which are to be included in the certificate.

It is important to note that technology is fast advancing and as countries race to keep up with it legally, everyone should do their part to learn the legal implications of electronic-based business transactions.

E-signing with Zegal

E-signing comes as standard with any of Zegal's pay-as-you-go documents, free trials, and subscription plans. What makes Zegal such a fierce competitor in the e-signature market is the fact that the documents are tailor-made to fit each legal jurisdiction and can be managed by law firms through Zegal itself, depending on the needs of your business.

Zegal has more than 1,200 documents customised for the legal systems in Hong Kong, Singapore, New Zealand, Australia, and the UK that are easily accessible and searchable. There is a unified dashboard that lets you have full control of the documents that you create. This also allows for easy collaboration between different parties privy to the document.

You can make use of the single pay-as-you-go documents, as and when you need them. Or, choose from one of three subscription plans. The first is designed for startups and features a comprehensive library of day-to-day legal and business documents. The professional plan includes powerful document editing and process management software while the enterprise plan is for larger teams requiring custom solutions managed by law firms.

Check us out and [sign up for one of our free trials](#), which includes 2 documents and free upload and sign.

Business is being conducted electronically either in part or as a whole. Globally, there are fewer and fewer instances where you will find a transaction with no digital element. For most of us, living in countries with developed internet and communications infrastructure, electronic signatures may be a part of everyday life.

Having a succinct understanding of the implications of signing your name electronically on the dotted line is as important as reading the fine print.

About Zegal

Zegal is a contract automation platform that enables your business to create, collaborate and execute contracts at scale. Unlimited eSignatures, thousands of business agreements, all online.

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