

Non-Contact Business Landscape

The current coronavirus pandemic has made the arrangement of personal business meetings difficult, if not impossible. Companies who seek to continue business operations have been swiftly forced to shift to online channels, particularly if such operations are strongly dependant on business-to-business (b2b), or business-to-consumer (b2c) interactions. During such times, e-business knowledge is crucial, including how to create legally binding contracts, how to adopt binding resolutions by and between distant parties, and how to initiate official procedures without an in-person presence. Fortunately, the legal framework for such practices has long-existed across numerous sectors, market players, legal representatives, and authorities; in some countries, citizens are already in possession of electronic signature solutions. Our **Non-Contact Business Landscape** guide provides an overview of electronic contracting, governance, and procedural possibilities across Kinstellar jurisdictions, focusing on the selected key areas.

March 2020



Definitions



Simple electronic signature

An electronic signature denotes any data in electronic form that a signee may attach to a document to demonstrate his/her acceptance. In practice, this comprises a broad range of actions, such as clicking an “I accept” button on a website, using fax, sending over a scanned image of a signed contract or even printing out the signee’s name at the end of an email.



Advanced electronic signature; qualified electronic signature and/or qualified electronic time stamp

Advanced and qualified signatures represent a group of more complex electronic signatures employing cryptographic technology to uniquely identify and/or verify the signee. Such signatures are subject to specific legal requirements. In the EU, they are chiefly regulated by the eIDAS Regulation. Qualified electronic signatures and qualified electronic timestamps provide the highest level of protection and carry the same legal effect as a handwritten signature in most jurisdictions. Note: this is a general description, and for certain deals and actions only a qualified electronic signature is accepted.

































Countersigning electronically or remotely through an attorney-at-law

Legal documents in certain significant transactions may require the **countersignature of an attorney-at-law**. Certain jurisdictions allow for this to be arranged remotely. In practice, this could mean that the attorney-at-law countersigns a document using an electronic signature or that he/she verifies the identity of the signee and oversees the signing process using telecommunications services such as video calls.




Not possible

Concluding a contract, issuing a resolution or initiating a procedure in a legally binding manner is not possible through remote communications or via an electronic signature.

EMPLOYMENT										
Area of business	HU 	CZ 	SK 	RO 	RS 	BG 	TR 	UKR 	KZ 	UZ 
General HR documents (<i>internal communication, employee policies, privacy notices, new employee onboarding processes</i>)										
Employment contract		 *					 *			

CORPORATE										
Area of business	HU 	CZ 	SK 	RO 	RS 	BG 	TR 	UKR 	KZ 	UZ 
Articles of association			 *	 *	 *	 *	 *			 *
Decisions of corporate bodies (<i>decisions of board of directors, supervisory board, general meeting, etc.</i>)		 *	 *			 *	 *			
Registration with company court (<i>or similar registration authority</i>)										
General power of attorney	 *	 *	 *	 *	 *	 *				

 Simple electronic signature

















































































 Advanced / qualified electronic signature or time stamp

 Countersigning electronically or distantly by an attorney-at-law

 Not possible

* special rules/exceptions apply, please consult with local contact

REAL ESTATE										
Area of business	HU 	CZ 	SK 	RO 	RS 	BG 	TR 	UKR 	KZ 	UZ 
Lease agreement (<i>corporate</i>)								 *		
Real estate purchase agreement										
Registration at land registry (<i>sale of real estate, lease, etc.</i>)										

COMMERCIAL (B2B)										
Area of business	HU 	CZ 	SK 	RO 	RS 	BG 	TR 	UKR 	KZ 	UZ 
General purchase agreement										
Sale of company shares								 *		 *
Service-level agreement										
Loan agreement (<i>not incorporated into a notary document</i>)										
IP licence agreement		 *	 *							
Data processing agreement										
Industrial property right registration (<i>trademarks, patents, utility models, etc.</i>)								 *		



Simple electronic signature



Advanced / qualified electronic signature or time stamp

























































Countersigning electronically or distantly by an attorney-at-law



Not possible

* special rules/exceptions apply, please consult with local contact

CONSUMER (B2C)										
Area of business	HU 	CZ 	SK 	RO 	RS 	BG 	TR 	UKR 	KZ 	UZ 
Consumer agreements (<i>general terms and conditions, purchase orders, order confirmations</i>)										
Software license agreements (<i>for software obtained in the course of commercial distribution</i>)										
Consent for processing of personal data										
Consent for processing of personal data (<i>special category</i>)										

 Simple electronic signature
  Advanced / qualified electronic signature or time stamp
  Countersigning electronically or distantly by an attorney-at-law
  Not possible

Disclaimer:

In a number of instances, the legal validity of an electronic declaration can be subject to the interpretation of the local courts (e.g. in certain cases an email exchange, or a telephone discussion can create a valid contract). In this **Non-Contact Business Landscape** guide, we are on the side of caution and indicate the electronic forms that unequivocally create legally-binding documents and actions in the local jurisdiction according to the law or the relevant sector practice.

This **Non-Contact Business Landscape** guide seeks to provide an overview of the jurisdictions in connection with the possibilities of using an e-signature for contract decision-making and for procedural purposes. The information detailed here does not constitute legal advice, and we assume no responsibility for any part thereof. In certain cases additional rules and/or exceptions might apply. Please contact us for specifically-tailored advice.

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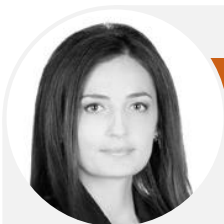


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