

## Covid-19: How to sign documents remotely

Has coronavirus imprisoned you at home and are you looking to sign a contract or amendment with your business partner without meeting in person? Do you need to send an application or other submission to an authority and cannot or do not want to go outside? We have some instructions to help you resolve these situations.



### Officially verified signature

If the law requires an officially verified signature (e.g. purchase agreement for the Land Register and/or documents for the Commercial Register), unfortunately you have no choice but to go out and make a signature (or declare one as your own) at the appropriate CzechPoint (at a selected post office), at a notary public or in other places designated for this purpose.

Unless your attorney-at-law comes to your home to verify the signature.

### Officially verified signature for use abroad

It continues to apply that when using a certified signature abroad it is in most cases necessary to procure an apostille or superlegalisation.

From 16 March 2020 until further notice, the Ministry of Justice has suspended the issuing of apostille/superlegalisation while you wait. It is therefore necessary to apply by letter to the Ministry of Justice of the Czech Republic, Vyšehradská 16, 128 10 Prague 2.

Estimated time for processing written requests: 2–4 weeks.

### Other cases

In cases where an officially verified signature is not required, it depends on whether or not the document is intended for a public entity (e.g. the authority).

### Dealings with the authorities

You can certainly avoid a visit if you have already established one of the following methods of communication:

- Data box, or
- Qualified electronic signature, i.e. you have a qualified certificate issued by the appropriate certification authority (e.g. First Certification Authority, Czech Post, elidentity), which is installed on a USB token or smart card.

In this case, you are generally able to communicate with a public body in all matters where the law does not require an officially verified signature.

### Dealings with contractual partners

#### Simple electronic signature

Unless you have agreed on a higher type of verification, a simple electronic signature is usually sufficient for dealing with contractual partners, i.e.:

- handwritten signature on a printed document, which is subsequently scanned in full (we do not recommend that clients send only the signature pages); or
- inserting an image with a scanned handwritten signature into the signature field of an electronic document.

Unless the document being signed is a deed, it is sufficient just to type your first and last name at the end of the e-mail sent from your e-mail address.

## Guaranteed electronic signature

The problem with all of the above forms of simple electronic signature is lack of evidence if you need to prove that the other party actually signed the document. Platforms like DocuSign or Adobe Sign try to at least partly eliminate this deficiency.

This is a so-called guaranteed electronic signature, i.e. software that can be downloaded from the comfort of your home and which allows the signatory to be identified by means of an independent third party.

## Data boxes

In order to facilitate communication, sending data messages between private entities is free of charge from 24 March 2020 and for the duration of the state of emergency in the Czech Republic. Documents sent from your contractual partner's data box are considered to be signed by them – it is therefore a reliable way of signing.

The problem is that the recipient's data box must be able to receive private data messages (unlike messages from authorities, it is therefore necessary to change the settings in the data box).

In the event of a dispute, the assessment of the situation, in particular whether the above-mentioned conditions have been met, will depend on the judgment of the court. In extreme cases, the court may deem the insistence on proper performance of the contract or the imposition of penalties to be manifest abuse of rights, which does not have legal protection.

## For more information contact



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We will come  
through this together

Hotline +420 255 706 536

## Assistance provided in all areas:

- Support measures
- Recovery of business interruption losses
- Contracts and force majeure
- Commercial leases

Experienced lawyers, both in the Czech Republic and Slovakia, are keen to help.

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