**ELECTRONIC SIGNATURE POLICY**

**PURPOSE**

[EMPLOYER’S NAME] is committed to conducting business in the most effective and efficient manner possible. To facilitate this, we have adopted this policy, allowing for the use and acceptance of electronic signatures ("**e-signatures**") instead of manual signatures when entering into certain agreements with parties located within the United States, to the extent permitted by law.

An e-signature, under federal law, is defined as "an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record." Essentially, it serves as a paperless method to indicate a person’s intent to be bound by a contract or document.

This policy applies to all employees authorized to sign agreements on behalf of the company, outlining guidelines, procedures, and requirements for e-signature use. While e-signatures are encouraged for eligible contracts, employees are not mandated to use this method and retain the option to sign agreements manually if preferred.

This policy is applicable to transactions within the United States only, where all parts of the transaction occur domestically. Cross-border transactions may be subject to different legal requirements, and use of e-signatures for such international transactions requires prior approval from the [Law Department/[OTHER DEPARTMENT]]. [Unless explicitly stated otherwise, this policy supersedes any existing e-signature policies or practices within [EMPLOYER’S NAME].]

This policy is designed to comply with all applicable federal, state, and local laws, including those specific to South Dakota. Any provision of this policy that conflicts with South Dakota state laws or regulations will be modified to ensure compliance.

**GUIDELINES FOR E-SIGNATURE USE**

E-signatures are permitted for use without further authorization, provided the following criteria are met:

* The employee signing the agreement is authorized to manually sign on behalf of [EMPLOYER’S NAME], as outlined in [the company’s Signature Authorization Policy/[OTHER POLICY]/By-Laws/resolutions adopted by the company’s [Board of Directors/Managing Member(s)/Managing Partner/[OTHER AUTHORIZED ENTITY]]].
* The other party/parties involved in the agreement are US-based entities, and the transaction specified in the agreement will occur within the United States.
* [The agreement value does not exceed $[AMOUNT].]
* [The term of the agreement is no longer than [NUMBER] years.]
* [The agreement does not pertain to the transfer of real property interests.]
* [Any other company-specific restrictions as outlined.]

For any agreement that does not meet these criteria, prior approval from the [Law Department/[OTHER DEPARTMENT]/[TITLE OF COMPANY OFFICER]] is required before using an e-signature.

In cases where electronic communications (such as email) are used to negotiate an agreement, include the following disclaimer in each communication until the contract is ready for execution:

"This email does not constitute an agreement to conduct transactions by electronic means and does not create a binding contract or enforceable obligation. Any agreements reached by the sender and the recipient must be set forth in a separate definitive written contract [in paper/hard copy] [manually] signed [in wet ink] by [a representative of the company with requisite authority/both parties' authorized representatives]."

**SECURITY AND AUTHENTICATION**

This policy does not mandate a specific method for executing electronic signatures. The responsibility for selecting the appropriate method lies with the employee signing the agreement, who should consult with the [Law Department/[OTHER DEPARTMENT]] and the [Information Technology Department/Information Security Department/[OTHER DEPARTMENT]] to ensure the chosen method aligns with the transaction's scope and requirements.

At a minimum, the employee must consider factors such as confidentiality, the authentication of signatures, and verification that the signed document is identical to the version intended to be binding on [EMPLOYER’S NAME].

**TRAINING**

All employees with signing authority on any contracts, approval responsibilities for company commitments, or who are otherwise involved in the contracting process must be familiar with and understand this policy. The [Law Department/[OTHER DEPARTMENT]] is responsible for providing training on this policy.

To arrange for training, please contact [DEPARTMENT NAME/EMPLOYEE TITLE].

**COMPLIANCE WITH RELATED POLICIES**

All other policies that govern the execution of contracts on behalf of the company continue to apply. Employees should be aware of and adhere to the following related policies:

* [Signature Authorization and Delegation of Authority Policy].
* [RELATED POLICIES AND AGREEMENTS].

**POLICY ADMINISTRATION**

The [Law Department/[OTHER DEPARTMENT]] is responsible for overseeing and administering this policy. Employees must ensure they are following the most up-to-date version of the policy. For any questions or clarification regarding this policy, please contact the [Law Department/[OTHER DEPARTMENT]].

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date