



**Private & Confidential**

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3 May 2015

**Mr. Taymour Shawky,**

Dear Sir, we refer to the matter of your inquiry about Long Pen technology being applicable to business and legal procedures in the UAE.

**LEGAL OPINION:**

UAE formal law does not provide a definition of signature, it relies on common practice and understanding of business and legal relations, involving signatures as a common way to admit and accept a customary contract. Even though, there's no law, that would specify requirements and meaning of the signature itself, we can see that law and common practice consider signature as an important element for customary contracts and transactions. The signature in legal meaning is a sign of acceptance and approval of the transaction or a contract. In its turn, contract with reference to the signatures is valid when both parties agreed about its terms and the validity of the signatures. In case if one of the parties denies its signature, law gives us certain ways to authenticate one (by fingerprint, witnesses or documents comparison). Provided that Long Pen technology include fingerprint or witnesses authentication, such signature shall not be denied.

Federal Law no.10 of 1992 of proof in civil and commercial transactions (Law of Evidence) states in Article 7: "Official documents are those in which a public official or person employed in public service certifies what has taken place before him, or what he has been

informed of by the parties concerned, in accordance with legal statutes and within the limit of his authority and jurisdiction. If documents do not attain official status then they have the value only of customary documents and that only if the parties concerned have endorsed them with their signature, seal or fingerprints.” Therefore, in concern to customary documents, the Law states specifically that such has to be endorsed with signature, seal or fingerprints. Though the Law doesn’t specify the procedure for how signature in customary contract should be done in order to be valid, it does provides us a condition for a signed document to be valid. According to article 11, “A customary document shall be considered to originate from the person signing it provided he does not explicitly deny any handwriting, signature, seal or fingerprint pertaining to him.”

Based on the above, in the case if the party agreed to sign a document with Long Pen technology and later doesn’t deny it’s signature, there shall be no legal dispute over it, such signature shall have same right and force as the common one. Another issue may arise when the signing party denies it’s signature or a part of the signed contract. The Evidence Law provides us certain ways to prove one’s signature: comparison or the hearing of witnesses or both. The comparison shall be done with the signature, seal or fingerprint that originates from the person, who signed the document. When it comes to Long Pen technology, in our understanding, such comparison shall be done as verification procedure of the signing person before the signing is made with a record of it, then it leaves no room for questioning such signature later. From another hand, if the signing party later denies it’s knowledge or acceptance of the contract or a part of it, technical ways should be provided to prove otherwise and recording of the process must be retained by all parties.

Same principal we find in Civil Code, which gives us a definition of contract as: “deliberate engagement of the offer which emanates from one of the parties, to the acceptance of the other party in a manner which produces judicial effects and creates mutual obligations on the two contracting parties. Yet more than two parties may also engage to produce judicial effects” (article 125). Therefore, contracts could in principle be concluded by the acceptance of an offer by the offeree, no matter how such offer was communicated or the acceptance of the offer was made, including digital communication, given that parties retain prove of the identity checks and the action made. In the common practice, prove of an approval or acceptance of the contract is signatures of the parties. Therefore, we may conclude that if the parties agree on the

customary contract provisions and on the way to sign (accept the contract), there's no legal objection for that to be done with Long Pen technology provided that the signing party is authenticated properly (fingerprints, witnesses, documents) and the signing record is kept and stored.

Based on the above, any customary contract signed with Long Pen technology can be considered valid if the parties admit to their signatures. Another question arises in terms of the admissibility of such electronic documents in courts in the event of a dispute over its terms. There is no legal uncertainty if both parties recognize a contract and admit the same. The problem only arises when one party tends to deny the contract or dispute any of its terms. If the signing party denies any terms of the signed contract or states that his intention was to sign a different document, then another party should provide a prove that such communication was made clear and parties accepted exactly the contract that was signed on remote, video record shall retain after signing the agreement and stored.

However, law does give an exception of those contracts, which the Civil Code has specifically states should meet special conditions in order to be valid. Article 130 of the Civil Code provides: "A contract shall be made by virtue solely of the confluence of offer and acceptance, subject to the specific provisions laid down for the making of the contract by law." It indicates about entering in such agreements, like marriage or approving a will, affidavit etc. In those cases, the law specifies conditions for such relations and contracts to be valid: written manner, witnesses, notary public registration. Concerning such official documents Long Pen may not be applicable, though we haven't examined that case in particular, because it is a matter of different kind and research. If you'd like to order another research on weather Long Pen would be applicable to sign official documents, we can conduct it later on.