

Legal Update

Guide to Electronic Signatures in Singapore: Validity, Limits, and Emerging Changes

What was once a literal act of “putting pen to paper” has become increasingly symbolic. Contracts are now routinely executed digitally, driven by efficiency, convenience and speed.

Singapore law has evolved to support this shift. The Electronic Transactions Act 2010 (“**ETA**”) provides a legal framework recognising the validity and enforceability of electronic records and electronic signatures, subject to certain requirements and exceptions.

This article explains how the ETA has been operating in practice, when electronic signatures are legally effective, where their limits lie and how recent reforms in electronic conveyancing may reshape traditionally paper-based transactions.

1. The Legal Basis: When are Electronic Signatures Valid?

The ETA adopted a technology-neutral approach. It does not prescribe any specific form of electronic signature but instead focuses on functionality and reliability.

Under the ETA, an electronic signature can satisfy a legal requirement for a signature if:

- a method is used to identify the person;
- the method indicates that person’s intention in respect of the electronic record; and
- the method is as reliable as appropriate for the purpose, or proven in fact to have fulfilled these functions.

This means that, in principle, many forms of electronic signing, such as typed names, scanned signatures or digital signing platforms, can be legally effective, depending on the context and the reliability of the method used.

However, the ETA does not automatically guarantee that all electronic signatures will be accepted in every situation. The enforceability of a signature ultimately depends on whether the statutory criteria are met and can be proven if challenged.

2. Secure Electronic Signatures: A Higher Standard

The ETA distinguishes between ordinary electronic signatures and Secure Electronic Signatures (“**SES**”), which attract additional legal advantages.

An electronic signature qualifies as an SES if it is:

- unique to the signatory;
- capable of identifying the signatory;
- created under the sole control of the signatory; and
- linked to the document such that any subsequent alteration invalidates the signature.

Where a signature meets these criteria, the ETA provides statutory presumptions that:

- the signature is that of the signatory; and
- it was affixed with the intention of signing.

These presumptions significantly reduce evidential uncertainty in disputes. In practice, this is why digital signatures backed by recognised certificate authorities are often preferred for high-value or high-risk transactions.

3. Where Electronic Signatures do not Apply

Despite its broad scope, the ETA expressly excludes certain matters from its core provisions. These are set out in Section 4 and the First Schedule.

For these “excluded matters,” the ETA cannot be relied upon to satisfy legal requirements for writing, signature or original form. As a result, traditional formalities, often involving wet-ink signatures, remain necessary.

Key excluded categories include:

- Wills;
- Deeds, including certain trusts and powers of attorney;
- Contracts for the sale or disposition of immovable property;
- Conveyances or transfers of interests in immovable property; and
- Certain personal guarantees (particularly where executed as deeds)

For these categories, parties must still comply with common law and statutory formalities, which may include:

- Wet-ink signatures;
- Physical or properly executed witnessing requirements;
- Sealing requirements for deeds; and
- Specific statutory execution formalities (e.g. under the Conveyancing and Law of Property Act or Wills Act)

For example, a valid deed under Singapore law must be signed, sealed and delivered, and the Court of Appeal has confirmed that sealing requires an objective physical manifestation of an intention to seal.

Similarly, while a guarantee supported by consideration may be executed electronically, guarantees are often structured as deeds, meaning traditional execution requirements continue to apply.

4. Electronic Signatures in Practice

In practice, the ETA enables most commercial contracts to be executed electronically, including:

- Commercial agreements;
- Service contracts; and
- Corporate resolutions and internal approvals

However, parties should take care to:

- Ensure the chosen signing method is appropriate and reliable for the transaction;
- Use secure electronic signatures where evidential certainty is important;
- Maintain audit trails and records of the signing process; and
- Confirm in advance that all parties agree to electronic execution

For excluded matters, parties should continue to rely on traditional execution methods unless a specific statutory framework provides otherwise.

5. Cross-Border Considerations and International Alignment

In a cross-border context, parties should also consider how electronic signatures are treated in other jurisdictions.

Singapore's Electronic Transactions Act is broadly aligned with international frameworks such as the UNCITRAL Model Law on Electronic Commerce and the Model Law on Electronic Transferable Records (MLETR), both of which promote the principle of functional equivalence between electronic and wet-ink signatures.

As a result, many jurisdictions recognise electronic signatures where they reliably identify the signatory and indicate intent. However, as with Singapore, most countries maintain specific exclusions commonly for wills, powers of attorney and property transactions and may impose additional formalities for deeds or notarised documents.

Accordingly, while electronic execution can facilitate cross-border transactions, parties should ensure that the method of signing adopted satisfies the legal requirements of all relevant jurisdictions, particularly where documents are intended to be enforced or relied upon overseas.

6. A New Development: Electronic Conveyancing

A significant recent development is the Electronic Conveyancing and Other Matters Act 2025, which introduces a framework for digitising aspects of Singapore's traditionally paper-based conveyancing process.

Historically, contracts for the sale of immovable property and conveyancing instruments were excluded from the ETA. This meant that such transactions generally depended on wet-ink execution and physical processes.

The new Act creates a targeted statutory pathway for certain conveyancing transactions to be carried out electronically, but only within prescribed electronic transaction systems, such as the Digital Conveyancing Portal (DCP).

In broad terms, the reforms:

- Allow specified property transactions to be executed electronically within prescribed systems;
- Enable the use of secure electronic signatures to satisfy legal requirements;

- Permit remote witnessing in defined circumstances using real-time audiovisual communication; and
- Support digital payment mechanisms for conveyancing monies

Importantly, these changes do not mean that all property transactions can now be freely executed electronically. The reforms operate as a controlled statutory exception, applicable only where the transaction is conducted within the prescribed digital framework and subject to its safeguards.

As implementation is tied to system rollout and commencement provisions, practitioners should monitor the operationalisation of the DCP and related regulations.

7. Key Takeaways

The ETA establishes a clear and flexible legal framework for electronic transactions in Singapore:

- Electronic signatures are generally valid, provided they identify the signatory, indicate intent and meet the reliability requirement.
- Secure electronic signatures offer greater legal certainty by attracting statutory presumptions of authenticity and intent.
- Certain categories of documents, particularly wills, deeds, and property-related transactions, remain outside the ETA's core framework and continue to require traditional formalities.
- The Electronic Conveyancing and Other Matters Act 2025 signals a shift towards digitalisation in property transactions, but only within prescribed and controlled systems.

By understanding these distinctions, businesses and individuals can confidently adopt electronic execution where appropriate, while ensuring compliance with the legal requirements that continue to govern more formal or high-risk transactions.

Further information

Should you have any questions on the electronic signatures in Singapore or how this development may affect you or your business, please get in touch with the team at PDLegal.

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