



The general rule

The general rule under Danish law states that a 'wet ink' signature is not required for a contract to be valid. Contracts are generally binding if the parties reach an agreement, irrespective of form (§1 of the Contract Act). Moreover, the Regulation (EU) No. 910/2014 on electronic signatures (eIDAS) applies in all EU member states as a base line.

What documents can be signed with a simple electronic signature?

The majority of standard documents can be signed using a simple electronic signature:

- general commercial agreements, such as credit facilities, notice and acknowledgements, sale and purchase agreements, NDAs, IP agreements, etc.
- corporate resolutions, articles of association, share transfers, etc.
- real estate agreements, such as sale and purchase agreements, lease agreements (except certain termination notices), etc.
- employment and labour agreements, such as service agreements, employment agreements, termination notices, etc.

Do you need to observe form requirements by law?

Certain documents have a statutory prescribed form requirements (*lex specialis*), incl.:

- transfer of real estate and registration of charges in the Land Registry require a qualified electronic signature (NemID) issued to all Danish residents for the use in connection with public digital services by the Agency for Digitisation. Absent a NemID, the signatory must meet certain statutory form requirements in wet ink and witnessing.
- certain transfers and charges in the Persons Register require NemID as above.
- certain matrimonial and private documents such as last wills and testaments may require a notarisation or two witnesses (unless you are dying alone in a ditch).
- certain negotiable documents, such as debentures, bills of exchange, cheques, etc.

Do you need to observe form requirements by contract?

An agreement may require a prescribed form to amend it. As the vast majority of all contracts are form-free, this is unusual but not unheard of. If there is no specific form requirement other than 'in writing', any form of execution can be used. It is advisable to use a form that leaves some form of an audit trail, e.g. digital signatures such as Adobe, DocuSign, Penneo, Moreover, even where the parties may have agreed a prescribed form of amendment, it is generally also within their powers to agree another form (cf. *lex posterior* principle).