

LEGAL GUIDE

ELECTRONIC SIGNATURES IN VIETNAM: A PRACTICAL GUIDE TO VALID ELECTRONIC EXECUTION OF COMMERCIAL CONTRACTS

1. Introduction

On 22 June 2023, the National Assembly passed Law No. 20/2023/QH15 on Electronic Transactions ("**2023 Law on E-Transactions**"), which took effect on 1 July 2024.[1] The statutory framework for electronic execution was subsequently supplemented by Decree No. 23/2025/ND-CP ("**Decree 23**"), effective from 10 April 2025,[2] and Circular No. 06/2024/TT-BTTTT ("**Circular 06**"), effective from 15 August 2024.[3] Together, these instruments establish the principal legal framework governing electronic signatures, digital signatures, related trust services and the recognition of foreign electronic signatures in Vietnam.

Vietnamese law generally recognises the use of data messages and electronic signatures in the formation and execution of commercial contracts.[4] However, not every method of electronic signing automatically has the same legal effect as a handwritten signature. In particular, certain platform-based electronic signatures commonly used by businesses may not qualify as secure specialised electronic signatures or digital signatures that are expressly recognised as equivalent to handwritten signatures under Vietnamese law.[5] This legal guide distinguishes the legal effects of key electronic signature categories and outlines practical considerations when selecting an execution method for commercial contracts in Vietnam.

2. Affected Stakeholders

While the regulatory framework governing electronic signatures and trust services applies broadly to domestic and foreign organisations and individuals,[6] its practical implications are particularly relevant to the following stakeholder groups:

(i) **Foreign-invested enterprises and cross-border contracting parties:** Multinationals and domestic entities executing cross-border commercial, licensing, or intra-group agreements through global electronic signature platforms should assess whether the signing method used satisfies the applicable requirements under Vietnamese law. Where the authenticity of a signature or the integrity of an executed document is challenged, the reliability of the signing process may materially affect the document's evidential weight.[7]

(ii) **Financial institutions, fintech, and digital commerce operators:** Commercial banks, finance companies, and digital platforms deploying automated customer onboarding and high-volume electronic contracting processes must ensure that their execution workflows comply with the requirements applicable to the relevant signing method, together with any sector-specific requirements concerning customer identification, authentication, data integrity and record retention.[8]

(iii) **Corporate dealmakers and in-house counsel:** For transaction teams structuring high-value transactions, such as M&A, equity transfers, and corporate guarantees, handwritten (wet-ink) execution may be preferred to minimise evidentiary and procedural risks, particularly for documents subject to notarisation, certification, or regulatory registration. Corporate seals are not generally mandatory under Vietnamese law, being required only where prescribed by statute, corporate charters, or party agreement.[9] Consequently, transaction teams should assess on a

[1] Article 52.1 of the 2023 Law on E-Transactions
[2] Article 46.1 of Decree 23
[3] Article 11.1 of Circular 06
[4] Articles 8 and 9.1 of the 2023 Law on E-Transactions; Article 119.1 of the 2015 Civil Code
[5] Article 23.2 of the 2023 Law on E-Transactions
[6] Article 2 of the 2023 Law on E-Transactions; Article 2 of Decree 23
[7] Article 27.2 of the 2023 Law on E-Transactions; Article 16.1(c) of Decree 23
[8] Articles 9, 12, 25 and 26 of Decree 23
[9] Article 119.2 of the 2015 Civil Code; Article 43 of the 2020 Law on Enterprises; Articles 8 and 9.2 of the 2023 Law on E-Transactions



document-by-document basis whether electronic execution is appropriate, having regard to regulatory practices and counterparty requirements.

3. Key Legal Distinctions and Regulatory Mechanics

(i) Legal effect of different signing methods: While an electronic signature is not denied validity solely due to its electronic form, Vietnamese law expressly accords the same legal effect as an individual's handwritten signature only to a secure specialised electronic signature or a digital signature meeting the statutory requirements. Where the law requires a document to be confirmed by an organisation, that requirement may be satisfied for a data message by the organisation's secure specialised electronic signature or digital signature.[10]

Other electronic signing methods, such as a scanned signature, typed name or click-to-sign function, do not automatically have this statutory equivalence. Their use does not, in itself, render a commercial contract invalid, but the parties should consider whether the method used adequately establishes the signatory's identity and approval and meets any requirements applicable to the transaction.

(ii) Foreign electronic signatures in cross-border transactions: Vietnamese law provides separate mechanisms for recognising (a) foreign electronic signature certification service providers and (b) foreign electronic signatures and certificates. Recognition of a foreign service provider is subject to specific requirements, including maintaining a representative office in Vietnam, undergoing a technical audit and connecting with the relevant Vietnamese trust service system. By contrast, recognition of an individual foreign electronic signature or certificate is assessed against the applicable technical standards and identity verification requirements.[11] Accordingly, while foreign electronic signatures and certificates may be formally recognised through this mechanism, the conditions apply principally to the foreign service provider seeking recognition, rather than applying as a general condition to every foreign signature or certificate. Crucially, no global cloud electronic signature platform is currently recognised in Vietnam.

(iii) Practical implications: In international transactions, a Vietnamese party may elect to accept a foreign electronic signature or certificate used by an offshore party without a presence in Vietnam and is responsible for that decision.[12] Accordingly, before relying on such a signing method, the parties should consider what records will be available to verify the signatory's identity and authority, demonstrate approval of the contract, and establish the integrity of the executed document if the signature is later disputed.

4. Compliance and Practical Considerations

To reduce execution and evidential risk, businesses should consider the following safeguards when signing commercial contracts electronically:

(i) Matching the signing method to the transaction: For M&A, equity transfer, security documents, corporate guarantees, or land use right-related transactions,[13] parties should assess the applicable execution, notarisation, registration and filing requirements before choosing a signing method.[14] Where electronic execution is permissible, a digital signature or secure specialised electronic signature may offer greater certainty as to its legal effect. For routine commercial sales, NDAs, and low-value procurement, other electronic signing methods may be appropriate if supported by a reliable process for identifying the signatory and recording their approval.

(ii) Incorporate protective contractual clauses: Agreements executed electronically should record parties' consent to the chosen signing method and their agreement that, to the extent

[10] Articles 22.2, 22.3 and 23 of the 2023 Law on E-Transactions; Articles 9 and 10 of Decree 23
[11] Article 26 of the 2023 Law on E-Transactions; Circular 06
[12] Article 27 of the 2023 Law on E-Transactions
[13] Articles 119.2 and 502 of the 2015 Civil Code
[14] Article 43 of the 2020 Law on Enterprises

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permitted by applicable law, the contract will not be challenged solely because it was executed electronically. Parties should use verified corporate email addresses for the signing workflow and obtain board resolutions or powers of attorney where necessary, evidencing signatory authority.[15]

(iii) Maintain complete evidentiary dossiers: Legal teams should retain appropriate supporting records such as executed documents, certificates of completion, audit logs, timestamps, IP trails, and contemporaneous negotiation emails.[16] For significant transactions, parties should consider using licensed trust service providers to affix certified timestamps or for the storage and integrity verification of data messages.[17]

(iv) Review relevant signing software: Businesses using applications that integrate digital signing or signature-verification software should review whether those applications meet the applicable technical requirements. The transitional period for reviewing and upgrading such applications ends on 10 April 2027.[18]

5. Conclusion

Ultimately, electronic signing does not, of itself, render a commercial contract invalid under Vietnamese law. However, to ensure enforceability, businesses should evaluate two practical considerations: first, whether the signing method satisfies any mandatory formal, notarisation, or filing requirements applicable to the transaction; and second, whether the parties retain sufficient contemporaneous evidence to substantiate signatory identity, authority, contractual approval, and the integrity of the executed document.

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[15] Articles 138 and 142 of the 2015 Civil Code
[16] Articles 10 and 13 of the 2023 Law on E-Transactions; Article 25 of Decree 23
[17] Articles 24, 25 and 32 of Decree 23
[18] Articles 17 and 47.6 of Decree 23

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