**Prenuptial Agreement**

This Prenuptial Agreement (the “Agreement”) sets out the terms and conditions upon which [HUSBAND NAME] (the “Husband”) and [WIFE NAME] (the “Wife”) shall manage their financial and legal affairs upon marriage to each other (together, the “Parties”).

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WHEREAS: The Parties are not yet married.

WHEREAS: The Parties are due to be married to each other (“the Marriage”).

WHEREAS: The Parties are each desirous of formalising their respective joint and several financial and legal rights, obligations, liabilities and property rights arising from their Marriage.

WHEREAS: The Parties intend this Prenuptial Agreement to become effective upon the event of their Marriage.

WHEREAS: The Parties have made a complete and accurate disclosure of their respective assets and liabilities (Schedules A and B).

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**. In this prenuptial Agreement:

1.1 “Income” shall mean any income howsoever arising due to the commercial activity, work, employment, endeavours, skills, passive holding of assets, dividends, inheritance, pensions, interest, rent, inheritance, investments, property, or arising from any other source.

1.2 Unless it is evident from the context and having regards to the generality of this prenuptial Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

1.3 The heading names in this prenuptial Agreement are provided as reference only and do not form part of this Prenuptial Agreement.

1.4 This prenuptial Agreement may be executed in both English and other languages. If there is a conflict between the Agreement in its various translations the English version shall prevail.

1.5 The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this prenuptial Agreement.

2. **BREACH OF PROMISE CLAIM WAIVER** Both Parties agree and declare irrevocably that they have no right of action against the other in the event that the contemplated Marriage does not take place for any reason whatsoever or that if they had any such right it is hereby irrevocably waived by both Parties.

3. **EXCLUSIVE JURISDICTION OF THIS AGREEMENT** Both Parties agree and declare that in the event of the termination of the Marriage they will submit to the exclusive jurisdiction of this prenuptial Agreement and irrevocably waiver the right to make any claims arising out of the Marriage against the estate of the other except under this prenuptial Agreement.

4. **SEPARATION OF PROPERTY** Both Parties hereby agree:

4.1 that in the event of Marriage they will each retain all rights and obligations over their respective property whether that property is now owned or will be subsequently acquired before or during the Marriage.

4.2 that in the event of Marriage they shall each have the absolute and unconditional right to dispose of their respective separate property free from any claim by the other and their rights to their respective property shall remain as if they were not married.

4.3 that the Marriage shall not give either Party any right or benefit in the property of the other Party.

4.4 that the above clauses (4.2 and 4.3) shall apply notwithstanding any investment by one Party of time, effort or money in the maintenance, improvement or other betterment of the property of the other Party.

4.5 that the above clauses (4.2 and 4.3) shall continue indefinitely and that the passing of time shall not affect the agreed separation of assets.

4.6 that the above clauses (4.2 and 4.3) shall apply notwithstanding any behaviour, agreement, promise or course of action which purports to confer the rights or obligations of one Party upon the other unless it be formalised in accordance with clause 14 of this prenuptial Agreement.

5. **WAIVER OF RIGHTS IN GENERAL**  Each Party does hereby irrevocably renounce and waive any and all rights against the other Party arising out of their Marriage whether granted by law, tradition, statute or in any other way and over the assets of the other Party both in life and in death and in whichever country or territory said assets may be held or registered and whether those rights be acquired at the event of the Marriage or subsequently acquired, conferred, received or obtained. Each Party also irrevocably renounces and waives the same rights against any proxy, executor, attorney-in-fact or other representative of the other Party.

6. **WAIVER OF RIGHTS OVER INCOME** Each Party expressly and irrevocably renounces and waives any and all rights arising because of the Marriage over the Income of the other Party which shall remain the exclusive property of the Party to whom it is due. Nothing in this clause shall have any effect on the rights of minor children to financial support.

7. **SEPARATION OF OBLIGATIONS AND DEBTS** It is agreed that:

7.1 The obligations, liabilities and debts of each Party shall be entirely separate regardless if those debts were incurred before the Marriage, during the Marriage or after the Marriage. Each Party hereby irrevocably declares that they will indemnify, keep indemnified and hold harmless the other Party in respect of any and all legal and financial obligations and debts incurred by that Party.

7.2 Both Parties warrant that they have given a full and complete disclosure of their assets and liabilities in Schedules A and B.

7.3 Each Party declares that they have reviewed and understand the Schedule of property of the other Party.

8. **FILING OF TAX RETURNS** The Parties recognise that they may elect to be assessed for income tax or other taxation purposes as a married couple and/or submit a joint tax return and nothing in this prenuptial Agreement shall preclude the Parties from so doing. The submission of a joint tax return or the joint assessment of tax on the Parties shall have no effect upon the separation of assets and obligations set out in clauses 5,6 and 7 or any other provision of this prenuptial Agreement.

9. **CHANGE OF CIRCUMSTANCES AND RELATIVE WEALTH** The Parties acknowledge that during the course of the Marriage their respective wealth may increase, decrease or remain the same and hereby expressly and irrevocably declare that no change in the financial circumstances of either Party shall have any effect on this prenuptial Agreement.

10. **CHILDREN** Children of the Marriage (whether biological or adopted) shall have no effect on the terms of this prenuptial Agreement and nothing in this prenuptial Agreement shall affect the rights of the children to support.

11. **INTENTION TO FORM BINDING RELATIONS** It is agreed that:

11.1 The Parties warrant that they have thoroughly read and understood every clause in this prenuptial Agreement.

11.2 The Parties warrant that they are aware that this prenuptial Agreement is a binding legal document and that they have each been given adequate time to consider the consequences of signing it.

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11.3 The Parties warrant that they are entering into this prenuptial Agreement entirely of their own free-will and volition and expressly declare that they are acting entirely free from any kind of influence, interference, pressure (financial or otherwise), duress or undue influence from any third-party whatsoever.

11.4 The Parties declare that they have each had the opportunity to take legal advice in connection with entering into this prenuptial Agreement and has either a) done so, or b) deemed it not necessary to do so.

11.5 The Parties hereby expressly waiver their rights to dispute this prenuptial Agreement on the basis of lack of autonomy, duress, undue influence, lack of volition, or lack of understanding.

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11.6 Both Parties warrant that this prenuptial Agreement is fair and accurately reflects their intention generally and with regard to past and future assets and liabilities.

12. **OTHER WARRANTIES**

12.1 Both Parties warrant that they have the necessary power and approval to enter into the Agreement.

12.2 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations hereunder.

12.3 Each Party warrants that there is no litigation currently in progress, likely to be commenced or threatened which could adversely affect the other Party’s position.

12.4 The failure or delay by either Party to enforce any term of this agreement or to act upon a breach of any term shall not constitute a waiver of their rights.

13. **DURATION** This Prenuptial Agreement shall commence on the date of its execution and shall have effect indefinitely unless it is cancelled by the express agreement in writing of both Parties pursuant to clause 14.

14. **VARIATION** Any variation to this Prenuptial Agreement shall be made in writing and signed by both Parties.

15. **NOTICES** Any notice served under this Prenuptial Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

16. **CONFIDENTIALITY** Each Party irrevocably declare that they will keep the contents of this Prenuptial Agreement confidential and agree to indemnify the other against any and all losses arising from their making of the existence of this prenuptial Agreement or its contents known publicly.

17. **GOVERNING LAW, DISPUTES AND ARBITRATION** It is agreed that:

17.1 The prenuptial Agreement is made under the exclusive jurisdiction of the laws of [STATE].

17.2 Disputes under this prenuptial Agreement shall be subject to the exclusive jurisdiction of the courts of [STATE].

17.3 Notwithstanding the terms of 17.2 both Parties agree that in the event of a dispute they will enter into arbitration before the International Chamber of Commerce before a single arbitrator whose decision shall be final.

Signed and executed this [DAY] of [MONTH] [YEAR].

Signed by the Husband                    Signed by the Wife

In the presence of these two witnesses:

Signed by First Witness                    Signed by Second Witness

Before me [NOTARY]

Signature of Notary