**Postnuptial agreement template‌**

Prepared for:

Client Name
​[Client.Company]

Created by:

​[Sender.FirstName][Sender.LastName]
[Sender.Company]

This Postnuptial 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 in the event of their separation or divorce (together, the “Parties”).

WHEREAS: The Parties have been married since [DATE] (the “Marriage”).

WHEREAS: The Parties are living together.

WHEREAS: The Parties are each desirous of formalizing their respective joint and several financial and legal rights, obligations, liabilities, and property rights in the event of their separation or divorce, or in the event of annulment of their Marriage.

WHEREAS: The Parties intend this postnuptial Agreement to become effective immediately.

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

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

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

1.1 “Income” shall mean any income arising due to the commercial activity, work, employment, endeavors, 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 postnuptial 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 postnuptial Agreement are provided as reference only and do not form part of this postnuptial Agreement.

1.4 This postnuptial Agreement may be executed in both English and other languages. If there is a conflict between this postnuptial 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 postnuptial Agreement.

**2. EXCLUSIVE JURISDICTION OF THIS AGREEMENT**:

Both Parties agree and declare that, in the event of their separation or divorce, or on termination of their Marriage (including by annulment), they will submit to the exclusive jurisdiction of this postnuptial Agreement and irrevocably waiver the right to make any claims arising out of the Marriage against the estate of the other except under this postnuptial Agreement.

**3. DIVISION OF PROPERTY**: Both Parties hereby agree:

3.1 That in the event of separation, divorce or the annulment of the Marriage, the Wife shall transfer to the Husband all that property and Income and any interest in said property or Income listed in Schedule A and shall waiver, renounce and relinquish any and all rights over said property in favor of the Husband.

3.2 That in the event of separation, divorce or the annulment of the Marriage, the Husband shall transfer to the Wife all the property and Income and any interest in said property or Income listed in Schedule B and shall waiver, renounce and relinquish any and all rights over said property in favor of the Wife.

3.3 That any property not expressly included in Schedule A and Schedule B shall be divided by agreement between the Parties at the time of separation, divorce, or annulment and, if agreement cannot be reached between the parties, then the matter shall be determined by an arbitrator in accordance with clause 11.

3.4 That the above clauses (3.1, 3.2, and 3.3) 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.

3.5 That the above clauses (3.1, 3.2 and 3.3) shall apply notwithstanding any behavior, agreement, promise, or course of action which purports to confer the rights or obligations of one Party upon the other Party unless it be formalized in accordance with clause 8 of this postnuptial Agreement.

**4. DIVISION OF DEBTS AND OBLIGATIONS**: Both Parties hereby agree:

4.1 That in the event of separation, divorce, or the annulment of the Marriage, the Husband shall assume full and sole responsibility for those debts, obligations, or other liabilities set out in Schedule A and agrees to indemnify and keep indemnified the Wife against any and all actions of losses brought in respect of those debts, obligations, or other liabilities.

4.2 That in the event of separation, divorce, or the annulment of the Marriage, the Wife shall assume full and sole responsibility for those debts, obligations, or other liabilities set out in Schedule B and agrees to indemnify and keep indemnified the Husband against any and all actions of losses brought in respect of those debts, obligations, or other liabilities.

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

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

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

5.3 The Parties warrant that they are entering into this postnuptial 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.

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

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

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

**6. OTHER WARRANTIES**:

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

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

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

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

6.5 Each Party expressly and irrevocably warrants they they have thoroughly read and understood the contents of both Schedule A and Schedule B.

6.6 Both Parties warrant that nothing in this postnuptial Agreement shall affect any rights of any children of the Marriage (whether biological or adopted), including the right to support.

**7. DURATION**:

This postnuptial 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 the Parties pursuant to clause 8.

**8. VARIATION**:

Any variation to this postnuptial Agreement shall be made in writing and signed by both parties.

**9. NOTICES**:

Any notice served under this postnuptial 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 the Party being served may have notified as his address for service. All notices shall be delivered in English.

**10. CONFIDENTIALITY**:

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

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

11.1 The postnuptial Agreement is made under the exclusive jurisdiction of the laws of [STATE].

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

11.3 Notwithstanding the terms of 11.2, 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.

[Sender.Company]

Signature

MM/DD/YYYY

[Sender.FirstName][Sender.LastName]

[Client.Company]

Signature

MM/DD/YYYY

[Client.FirstName][Client.LastName]

**Schedule A**

List of Property Due To Husband

List of Debts and other Obligations Due To Husband

**Schedule B**

List of Property Due To Wife

List of Debts and other Obligations Due To Wife