

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (the "Agreement") MADE ON _____.

BETWEEN:

Mr.HANDSOME
of 99 Queen Victoria street;
QUEENSLAND 4300

- AND -

Ms.PRETTY
of 99 Queen Victoria street;
QUEENSLAND 4300

RECITALS

- This Agreement is made between **Mr.Handsome** and **Ms.Pretty** (collectively the "Parties" and individually a "Party") who are contemplating marriage each to the other.
- This agreement is made before marriage under Section 90B of the *Family Law Act 1975*.
- The Parties intend for this Agreement to become effective upon their marriage pursuant to the laws of the Commonwealth of Australia, including the *Family Law Act 1975* , or other applicable laws, adopted by the Commonwealth of Australia.
- The Parties wish to enter into this Agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them.
- The Parties further wish to affix their respective rights and liabilities that may result from this relationship.
- The Parties recognise the possibility of unhappy differences that may arise between them. Accordingly, the Parties desire that the distribution of any property, Assets that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Commonwealth or State legislation, will not apply to them.
- The Parties acknowledge that they have been provided with a reasonable period of time to review this Agreement.
- The Parties also acknowledge that they each have retained their own lawyer and received independent legal advice regarding the terms of this Agreement.
- The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations

of each other beyond the disclosure provided.

- Each Party agrees and affirms THAT:
 - The Parties did execute the Agreement voluntarily;
 - This Agreement was not unconscionable when it was executed;
 - Prior to execution of the Agreement, both Parties were provided a fair and reasonable disclosure of the property or financial obligations of the other Party;
 - Each Party has, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other Party; and
 - Each Party entered into this Agreement freely and under no duress or undue influence on their decision by the other Party.
- The Parties acknowledge that this Agreement will continue upon termination of marriage whether by death, divorce, or otherwise.

NOW THEREFORE in consideration of the upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

PROPERTY

- The Parties acknowledge that this Agreement will govern any determination of ownership of property that may occur in the event of the Parties separating, or upon the death of a Party.
- All jointly acquired or jointly held property, however and whenever acquired, will remain the property of and be owned or paid equally by both Parties and will be treated as shared property (the "Shared Property").
- Except as otherwise provided in this Agreement, all property will be treated as property owned solely /bought or paid by either one of the Parties (the "Separate Property"), with the property as is listed in the attached **Schedules "A1" and "A2"** considered Separate Property, except where:
 - it is Shared Property; or
 - there is proof of shared legal ownership.
- Unless a Party can reasonably show that they solely own a piece of property, where either Party commingles jointly owned property with Separate Property, any commingled property will be presumed to be Shared Property.

DEBTS

- The Parties acknowledge that this Agreement will govern any determination of responsibility of Loan, Tax, debts that may occur in the event of the Parties separating, or upon the death of a Party.
- All jointly acquired Loan, Tax or jointly held debts, however and whenever acquired, will remain the loan, Tax debts of and be owed by both Parties and will be treated as shared debts (the "Shared

Debts").

- Except as otherwise provided in this Agreement, all Loan, Tax or debts will be treated as Loan, Tax debts owed solely by either one of the Parties (the "Separate Debts") except where:
 - it is Shared Loan, Tax, Debt; or
 - there is proof of shared legal responsibility.

CHILDREN

- The Parties further acknowledge that in the event of a separation, any rights and obligations of the Parties relating to the children of the Parties, including the issues of child maintenance, custody and access, will be governed by the laws of the Commonwealth of Australia and Queensland.
- The Parties recognize the authority of the Courts to determine what arrangements are in the best interests of the child, and understand that the Court's orders may affect the arrangement of the Parties as stated in this Agreement.

SUPPORT

- The Parties agree that the investment of time or labour with respect to personal service in the property of the other, or otherwise, will be deemed to have been made gratuitously, and without expectation or right of compensation unless agreed to the contrary in writing.
- It is the intention of the Parties to forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change. They will not apply now or in the future under any Commonwealth(Australia or India) or State legislation for support. They each waive any rights they may have to proceed against the other under any law or statute for payments of alimony or support and rely upon the law of contract to govern in respect of this issue.
- The Parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either Party the right to seek support under any legislation, Commonwealth(Australia or India) or State . It is understood by each Party that this Agreement represents a final disposition of all maintenance and support issues between them.

ESTATES AND TESTAMENTARY DISPOSITION

- Except as otherwise provided in this Agreement, the Parties acknowledge that each has the absolute right to dispose of his or her estate by will without leaving any portion to the other, or to the heirs, executors, administrators, or assigns of the other.
- Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.
- Except as otherwise provided in this Agreement, the Parties waive and release the other from any and all rights of every kind, nature, and description that each may acquire as spouse or surviving

spouse in the property, assets, or estate of the other.

ADDITIONAL CLAUSES

- All shared living expenses shared equally and will be paid from the joint bank account that both parties deposit monthly funds into.

SEVERABILITY

18. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES

19. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

That it is further agreed between both the parties that they would not have any communication or contact with each other if relation is broken, seperated or divorced, with each other's friends, family members or relatives. They shall not create any situation which may defame or lower the reputation of the parties or their family members in the society. It is further agreed that they shall not enter at each other's workplaces as well or shall not file any other criminal case or any other complaint/claim against the second party or his family members within the jurisdiction in Australia, India, or abroad.

DUTY OF GOOD FAITH

20. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

FURTHER DOCUMENTATION

- The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

TITLE/HEADINGS

- The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ENUREMENT

23. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

GOVERNING LAW

- The laws of the Commonwealth of Australia will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them

may from time to time reside.

TERMINATION OR AMENDMENT

- This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

ENTIRE AGREEMENT

26. The Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior communications, contracts, or agreements between these Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals on _____
_____.

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Printed Name: _____

Witness

Printed Name: _____

Mr.Handsome

Ms.Pretty

SCHEDULE "A1"

Separate Property of Mr.Handsome:

1. All current and future Movable and Non Movable assets, Properties, Fixed deposits, Gold, Investment certificates, shares, Vehicals, Antiques, Collectables and superanuation in Australia or India.

SCHEDULE "A2"

Separate Property of Ms.Pretty:

1. All current and future Movable and Non Movable assets, Properties, Fixed deposits, Gold, Investment certificates, shares, Vehicals, Antiques, Collectables and superanuation in Australia

CERTIFICATE OF INDEPENDENT LEGAL ADVICE THE STATE OF QUEENSLAND

I, _____, of the City of _____, in the State of Queensland, Solicitor,
DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by Mr.Handsome, named in the within instrument, being a Financial Agreement, separate and apart from Ms.Pretty, as to his legal rights and liabilities under the terms and conditions of the said Financial Agreement, and that I acted solely for him. I explained fully to him the nature and effect of the said Financial Agreement on his rights and the advantages and disadvantages to him of entering the said Financial Agreement. He did execute the said Financial Agreement in my presence, and did acknowledge and declare that he was executing it of his own volition and without any fear, threats, compulsion or influence from Ms.Pretty, or any other person.

DATED at the City of _____, in the State of Queensland this _____ day of _____, 20__.

SOLICITOR

Print Name: _____

I, Mr.Handsome, the person named in the annexed Financial Agreement, hereby acknowledge the foregoing this ___ day of _____ 20__.

Mr.Handsome

CERTIFICATE OF INDEPENDENT LEGAL ADVICE THE STATE OF QUEENSLAND

I, _____, of the City of _____, in the State of Queensland, Solicitor,
DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by Ms.Pretty, named in the within instrument, being a Financial Agreement, separate and apart from Mr.Handsome, as to her legal rights and liabilities under the terms and conditions of the said Financial Agreement, and that I acted solely for her. I explained fully to her the nature and effect of the said Financial Agreement on her rights and the advantages and disadvantages to her of entering the said Financial Agreement. She did execute the said Financial Agreement in my presence, and did acknowledge and declare that she was executing it of her own volition and without any fear, threats, compulsion or influence from Mr.Handsome, or any other person.

DATED at the City of _____, in the State of Queensland this _____ day of _____

_____, 20__.

SOLICITOR

Print Name: _____

I, Ms.Pretty, the person named in the annexed Financial Agreement, hereby acknowledge the foregoing
this ____ day of _____ 20__.

Ms.Pretty