

Protocol No [insert number]

NOTARIAL CO-HABITATION AGREEMENT

BE IT HEREBY MADE KNOWN that on this [insert date] at Cape Town, Republic of South Africa, before me, **Reid William Corin**, Notary Public of Rose Street Chambers, 35 Rose Street, Cape Town, Republic of South Africa, by lawful authority, duly sworn and admitted, and in the presence of the subscribed witnesses, personally came and appeared:

South African Identity Number

(Unmarried)

and

Born

Citizen of

(Unmarried)

WHEREAS the parties declared that they have shared in an exclusive heterosexual relationship of a permanent nature since about [insert date] and currently live in such a domestic partnership in joint residency at [insert address], Republic of South Africa having previously so resided at [insert previous addresses, if any]; that the parties intend to continue living together in such domestic partnership; that the parties wish to define their respective proprietary rights and liabilities arising from their domestic partnership arrangement; and that each has had the opportunity to consult with an attorney of choice; and now voluntarily and without any duress or undue influence agrees and contracts with the other as follows:

1. Marital Status

The parties acknowledge that outside of their exclusive heterosexual relationship with each other, neither of them is a spouse in an existing marriage or permanent relationship of any nature whatsoever with a third party. Furthermore, the parties acknowledge that their exclusive heterosexual relationship in no way renders them legally married to each other whether by operation of common law or any other law.

2. The Agreement

This Agreement consists solely of the mutual promises contained herein and the mutual promises of each party to act as the exclusive living companion and partner of the other. This Agreement fully contemplates and compensates any and all services provided by either party for the benefit of the other during the course of their domestic partnership. The furnishing of sexual services shall in no way be construed as consideration for the purposes of this Agreement.

3. Disclosure of Current Financial Status

Each party has fully and completely, to the best of his knowledge, disclosed to the other party his current financial circumstances including a true disclosure of all his assets and liabilities.

4. Mutual Support and Division of Living Expenses

The parties undertake to support one another emotionally as permanent partners would expect of one another. The parties also undertake to support one another financially in circumstances

where the one has the means to do so and the other requires such support without recourse to public funds, taking into account the recipient's financial circumstances and the standard of living of the parties.

5. Separate Property

The parties shall keep the following properties as their own separate property and which will not be subject to division at the termination of this Agreement:

- 5.1 All and any property, real or personal, owned by such party at the date of execution of this Agreement;
- 5.2 Individual gifts, bequests or inheritances acquired by such party before or after the execution of this Agreement;
- 5.3 Individual earnings, salary or wages acquired by such party before or after the execution of this Agreement;
- 5.4 All income or proceeds derived from the aforementioned property.

6. Commingling of Property

All commingled property shall be presumed to be joint property of the parties unless otherwise agreed in writing.

7. Joint Property

All property acquired by the parties after the date of execution of this Agreement and before the termination thereof procured jointly with joint resources and funds shall be considered joint property of the parties with each party possessing an undivided half share in such property.

8. Division of Property upon Termination

Upon termination of this Agreement or upon termination of their joint residency, all jointly owned property shall be divided among the parties in accordance with their respective financial contribution towards the purchase or acquisition of such joint property based on the then present value. The parties will co-operate with regard to the re-distribution of any previously jointly owned property. If the parties are unable to agree on the appropriate division of joint property, they will submit their disagreement to mediation. The mediator shall be a person agreed to between them and failing such agreement within 5 days of termination of this Agreement shall be person accredited and appointed by the Association of Independent Mediators (AIM) whose website is: www.aim-mediation.co.za. If mediation fails to produce an agreement between the parties, the parties will immediately appoint a referee to decide their disagreement for them and if they cannot agree on the identity of the referee, the AIM Mediator will appoint the referee, who shall be an attorney or solicitor of not less than 10 years standing. The referee alone will resolve the disagreement and the parties agree that they will accept the referee's decision as final and binding on them and that that they will implement such decision without delay.

9. Duty of Good Faith and Confidentiality

- 9.1 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 towards the other in the management of their joint property and in all other aspects of this Agreement.
- 9.2 Unless a party has obtained the prior written consent of the other to do so, neither party shall directly or indirectly publish, or cause to be published, any diary, memoir, letter, story, photograph, interview, article, essay, account, or description or depiction of any kind whatsoever, whether fictionalized or not, concerning the relationship or any other aspect of the other party's personal, business or financial affairs, or assist or provide information to others in connection with the publication or dissemination of any such material or excerpts thereof.

10. Legal Names of Parties

Each party will retain their legal name and surname as reflected in this Agreement.

11. Duration of Agreement, Termination and Notices

This Agreement shall become effective on the date of execution thereof and shall remain in effect until terminated by the agreement of the parties or until terminated as follows: this Agreement shall terminate automatically upon the occurrence of any of the following events: the death of either party in which case the surviving party hereby waives all rights of support by the deceased party and their estate; upon the parties lawfully marrying each other; unilaterally by either party giving written notice of termination of this Agreement to the other party. The parties choose as their legal address for all purposes under this Agreement at the following addresses and / or contact details:

[insert name] at [insert address]

Email

Mobile Number:

[insert name] at [insert address]

Email

Mobile Number:

Every notice shall be validly given if addressed to the addressee's domicilium and sent by prepaid registered post or delivered by hand to the addressee personally or if communicated by email or sms to the addressee's email address or mobile number as the case may be. In the case of any notice sent by prepaid registered post, the notice will be deemed to have been received by the addressee on the 5th (fifth) day after posting and if delivered by hand, email or sms the notice will be deemed to have been received 2 hours after the actual time and date of transmission. Each party is entitled to change their own domicilium to such other address within the Republic of South Africa, email address and mobile number by notice to the other party. Any changes to the physical address, email address or mobile number will take effect from the time of receipt of the notice by the addressee.

12. Complete Agreement

The parties consider this Agreement to be the full and complete agreement between them regarding their joint residency. No variation of this agreement shall be of force or effect unless reduced to writing and signed by both parties.

13. Severability of Provisions

Should any paragraph or provision of this Agreement be held to be invalid, void, or otherwise unenforceable, it is the intention of the parties that the remaining portions of this Agreement will nevertheless continue in full force and effect without impairment.

14. Governing Law

This Agreement shall be governed by, interpreted and construed in accordance with the laws of the Republic of South Africa.

THUS DONE, CONTRACTED AND AGREED at Cape Town in the Western Cape Province of the Republic of South Africa, on the day, month and year first aforewritten in the presence of me, the Notary.

AS WITNESSES:

1. _____

2. _____

QUOD ATTESTOR

NOTARY PUBLIC