

## **“The draft of a Prenuptial Agreement accordance with Thai law”**

This Prenuptial Agreement (the "Agreement") is entered into as of [Date], by and between: **[Full Name of Husband]**, of legal age, residing at [Address], hereinafter referred to as "Husband",

And

**[Full Name of Wife]**, of legal age, residing at [Address], hereinafter referred to as "Wife",  
(collectively referred to as the "Parties").

**WHEREAS**, the Parties intend to marry on [Wedding Date], and wish to establish their respective rights and obligations with respect to their property and financial matters during the course of their marriage and in the event of its dissolution;

### **ARTICLE 1: RECOGNITION OF MARRIAGE**

1.1 The Parties hereby acknowledge and agree to marry each other in accordance with the laws of Thailand.

1.2 Both Parties confirm that they have entered into this Agreement voluntarily, and that it reflects their mutual understanding and consent.

1.3 Each Party affirms that they have received independent legal advice and have been fully informed of their rights under Thai law prior to entering into this Agreement.

### **ARTICLE 2: SEPARATE PROPERTY**

2.1 Each Party acknowledges and agrees that any property acquired prior to the marriage, as listed below, will remain the separate property of the Party owning it, and will not be subject to division in the event of a divorce or separation:

*[List of Husband's Separate Property]*

*[List of Wife's Separate Property]*

2.2 The Parties agree that the property listed above is and shall remain the sole and exclusive property of the Party to whom it belongs, and will not be considered marital property subject to division.

### **ARTICLE 3: MARITAL PROPERTY**

3.1 Property acquired during the course of the marriage, whether through joint efforts or individually, shall be considered marital property and subject to division upon dissolution of the marriage.

3.2 In the event of divorce, the Parties agree that the division of marital property shall be determined in accordance with Thai law, or as mutually agreed upon by the Parties.

#### **ARTICLE 4: DIVISION OF PROPERTY UPON DISSOLUTION OF MARRIAGE**

4.1 In the event of a divorce or legal separation, the Parties agree to divide their marital property in a fair and equitable manner, in accordance with the laws of Thailand.

4.2 If the Parties cannot reach an agreement regarding the division of property, the matter will be resolved by the court, and the Parties agree to abide by the court's final decision.

#### **ARTICLE 5: DEBTS AND LIABILITIES**

5.1 The Parties agree that any debts or liabilities incurred during the marriage, whether jointly or individually, shall be the responsibility of the Party who incurred them.

5.2 The Parties further agree that any debts or liabilities incurred prior to the marriage shall remain the sole responsibility of the Party who incurred them, and shall not be considered joint debts.

#### **ARTICLE 6: AMENDMENTS AND TERMINATION**

6.1 This Agreement may be amended or terminated at any time by mutual written consent of the Parties. Any such amendment must be signed by both Parties and notarized in accordance with Thai law.

6.2 Any modification or termination of this Agreement shall be effective only when executed in writing and signed by both Parties.

#### **ARTICLE 7: GOVERNING LAW**

7.1 This Agreement shall be governed by and construed in accordance with the laws of Thailand.

7.2 In the event of a conflict between any provision of this Agreement and any applicable laws of Thailand, the provisions of such laws shall prevail.

#### **ARTICLE 8: ENFORCEABILITY AND SEVERABILITY**

8.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

8.2 The Parties agree to cooperate in good faith to amend any invalid or unenforceable provision in a manner that is consistent with the Parties' original intent.

#### **ARTICLE 9: SIGNATURES**

9.1 This Agreement is executed in [Number of copies] originals, each Party retaining one copy.

9.2 This Agreement shall become effective upon its signing by both Parties and will be registered with the appropriate Thai authorities, as required by law.

**IN WITNESS WHEREOF**, the Parties have executed this Prenuptial Agreement as of the date first above written.

**[Full Name of Husband]**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**[Full Name of Wife]**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Witness 1**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Witness 2**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_