

Cohabitation Contract

Today, (date of signature), appeared for me, mr. (Name), civil-law notary in (location): -----

(your personal details) -----

The persons appearing stated the following:-----

Cohabitation-----

We are living together as partners and have been registered with the municipality at the same address since (enter date). -----

Cohabitation contract-----

In the event that our cohabitation ends due to the death of one of us, we want the surviving partner to be entitled to the jointly owned home, the household goods and the partner's pension. We understand that without a notarial will we are not each other's heir and that this cohabitation contract is no longer sufficient under Dutch law if a child is born from our relationship. We understand that a cohabitation contract does not create a community of property and that we are not entitled to alimony or pension equalization when we separate.-----

Choice of law and venue-----

This contract shall be governed by the laws of The Netherlands. Legal disputes arising out of or concerning this contract shall be resolved exclusively by the courts of The Netherlands.-----

Household expenses-----

We will bear our household expenses in proportion to our incomes. If our incomes are insufficient, the excess is borne in proportion to our assets. This does not apply if special circumstances dictate otherwise. The partner who, over the period of a calendar year, has contributed more than his or her proportional share to the household expenses, can reclaim the excess from the other within one year of the end of that calendar year, after which this right expires.-----

Household goods-----

By household goods we mean all goods and products used within our household, including furniture, appliances and home electronics. We agree that from now on all household goods will be jointly owned. We hereby transfer an equal share in all of our household goods to each other, for which we do not owe each other anything. -----

Unless we agree otherwise in writing, the household goods that we acquire in the future will also be jointly owned. If our cohabitation ends as a result of the death of one of us, all jointly owned household goods will accrue to the surviving partner, on the condition that he or she does not die within thirty days. The surviving partner will not owe anything to the deceased's heirs for obtaining the household goods. -----

Jointly owned home -----

We jointly own a house in the Netherlands. If one of us paid more than half of the purchase price, then he or she has the right to be reimbursed for the excess. There will also be a right to reimbursement in case one of us contributes to more than half of the repayments on the mortgage debt or contributes to more than half of the costs for renovation, improvement or major maintenance of the jointly owned house. All reimbursement rights are nominal (fixed), only due when the house is sold or divided and until that time free of interest. -----

If our cohabitation ends due to the death of one of us, the jointly owned house will accrue to the surviving partner, on the condition that he or she does not die within thirty days. The surviving partner will be obliged to take over the remaining mortgage debt, indemnifying the heirs of the deceased for any liability. The surviving partner will not owe anything to the heirs of the deceased for obtaining the jointly owned house. All mutual reimbursement rights regarding the jointly owned house expire in the event that the house accrues to the surviving partner. We grant each other an irrevocable power of attorney that does not end with death, with which the surviving partner can transfer the accrued share in the house into his or her own name. -----

Term life insurance-----

The household expenses do not include the (fixed and single) premiums for a term life insurance policy or accident insurance policy. These costs are fully borne by the partner who is liable for these premiums under the policy. If the income or assets of the other partner nevertheless contributed to these costs, then that partner has a full right to reimbursement that does not expire, not even in the event of death. -----

Partner's pension-----

We want each other to be eligible for the partner's pension in the event of death. We are therefore mutually obliged to inform our pension funds that we have signed this cohabitation contract. We are aware that we must meet all the conditions of our pension funds in order to be eligible for the partner's pension. If

the cohabitation contract ends due to termination in writing or termination of our cohabitation with mutual consent, we will be mutually obliged to waive the right to the partner's pension. However, we will not be obliged to waive this right if a child is born from our relationship.-----

End of contract-----

This cohabitation contract ends when we have terminated our cohabitation with mutual consent, when one of us terminates the cohabitation contract in writing, when we enter into a marriage or registered partnership or when one of us dies. If one of us is admitted to a nursing home because of medical reasons or old age, the cohabitation contract does not end and the surviving partner, upon death, will still be entitled to the jointly owned house, the jointly owned household goods and the partner's pension.-----

Conclusion-----

The persons appearing are known to me, civil-law notary. This deed was executed in (location) on the date stated in the beginning of the deed. The persons appearing stated that they have taken notice of the contents of the deed and have been given the opportunity to do so in advance. Before proceeding with the signing of the deed, I, civil-law notary, informed the persons appearing of the contents of this deed and gave an explanation thereof. The persons appearing agreed to a limited reading of the deed. Subsequently, this deed was signed immediately after its limited reading by the persons appearing and then by me, civil-law notary. -----