

For Private Use

Partner Contract Certificate

_____ (hereinafter referred to as "Party A") and _____ (hereinafter referred to as "Party B"), unable to marry on the grounds of sexual orientation or gender identity, therefore agree today, based on their own mutual and freely-made decision, to establish as follows a relationship that is comparable to the social idea of marriage.

Article 1 (Confirmation of Mutual Relationship and Vows)

Party A and Party B mutually affirm that they have a sincere relationship based on affection and trust, and they mutually pledge to help each other throughout their lives and to support and live as a family.

Article 2 (Prohibition of Marriage, etc.)

Party A and Party B pledge that for the duration of this Contract, they will not marry another individual or enter into a contract equivalent to or similar to this Contract.

Article 3 (Duty to Live Together, Cooperate, and Support)

1 Party A and Part B agree to live together and to cooperate with and support each other.

2 If either Party A or Party B has ownership, lease, or other rights for residential property, then that Party agrees to the other Party (hereinafter referred to as "the other Party") living together in the residential property in question, and will complete any necessary procedures, such as notifying the landlord of cohabitation.

3 Party A and Party B shall maintain each other's lives at the same level as their own lives as per the support in Paragraph 1.

4 Party A and Party B agree that they will not have sexual relations with a third party that is not the other Party. However, this does not apply if the trusting and substantive communal living relationship between Party A and Party B has already broken down.

Article 4 (Sharing of Communal Living Expenses)

1 Party A and Party B, taking into account their assets, income, and any other circumstances, agree to share the costs (residential expenses, food expenses, utility expenses, medical expenses, educational expenses, insurance premiums, and other living expenses, hereinafter referred to as "communal living expenses") that arise

from living together.

2 The sharing of communal living expenses set forth in the preceding paragraph shall be carried out until the termination of this Contract and shall be determined through consultation based on the amounts in the "Childcare / Marriage Expenses Calculation Sheet" indicated on the Family Court website.

3 Notwithstanding the provisions of the preceding paragraph, a person who is in breach of this Contract or the person who is liable for a breakdown in the trusting and substantive communal living relationship between Party A and Party B cannot demand payment of communal living expenses from the other Party.

Article 5 (Responsibility for Daily Housekeeping)

If Party A or Party B engages in a legal act with a third party concerning daily housekeeping, then the other Party shall be jointly and severally liable for any liabilities arising therefrom. However, this shall not apply in cases where the third party is notified that liability will not be incurred.

Article 6 (Delegation for Nursing Care, etc.)

1 In the case that Party A or Party B is afflicted by an illness and undergoes medical treatment, recuperation, life extension, or surgery (hereinafter referred to as "medical treatment") at a medical institution, then Party A and Party B are mutually authorized to attend medical treatment together with or in place of the person receiving medical treatment, and are also authorized to receive explanations (including the disclosure of medical records) from physicians or other medical personnel regarding the policies and prospects of symptoms and treatment.

2 In addition to the cases described in the preceding paragraph, the other Party that is not afflicted by an illness is authorized, during outpatient/inpatient/surgery and during critical moments or when the Party afflicted by an illness is unconscious, to be in attendance for admission to a hospital, to meet with the Party afflicted by an illness when no visitors are allowed, to make decisions regarding treatment direction, and to agree to surgery. In these cases, the two Parties mutually confirm that the other Party's decisions take precedence over those of the Party afflicted by an illness' immediate familial relatives (refers to children, parents, siblings, or the next closest family member at that time).

3 Party A and Party B, in order to fulfill the duties laid out in the preceding two paragraphs, will, during normal times, explain in advance to the other Party their

wishes, intentions, and other desires regarding medical treatment, and will strive to always confirm and understand the other Party's intentions for medical treatment.

Article 7 (Attribution of Assets Between the Parties)

1 Assets owned by Party A or by Party B before the conclusion of this Contract and assets that are acquired under Party A or Party B's own name during the effective term of this Contract shall be that Party's assets (meaning assets owned solely by one of the Parties to this Contract. The same applies hereinafter).

2 Assets which do not clearly belong to Party A or Party B are presumed to belong to them jointly.

Article 8 (Rehabilitative Nursing Care During Times of Reduced Judgement Ability)

Party A and Party B are in the process of forming their lives and assets, and there may be circumstances wherein it is difficult to specify the scope of proxy for duties entrusted to a voluntary appointee. If the physical or judgement abilities of Party A or Party B deteriorates, then the other Party shall respect the desires of and assist as much as possible in duties related to the life, rehabilitative nursing care, and assets of the Party with reduced physical or judgement abilities. In addition, the other party shall consider those mental and physical conditions and the living situation and shall create a notarized deed between Party A and Party B for a voluntary guardianship agreement as soon as it becomes necessary.

Article 9 (Adoption)

If Party A or Party B agrees to adoption then the consent of the other Party shall be obtained in advance. However, this shall not apply in cases when the other Party cannot indicate their intentions.

Article 10 (Education and Custody of Children)

1 If one of Party A or Party B is the parent of a minor or becomes the parent of a minor, then that Party entrusts the other Party with the education and custody of the minor, and Party A and Party B agree to cooperate with each other and implement the education and custody of the minor, while considering first the welfare of the minor in question.

2 Party A and Party B affirm that when a physician finds that the minor in question requires medical care, and in view of the powers in the preceding paragraph, they shall receive an explanation (including the disclosure of medical records) of medical treatments from the doctor, and shall agree on surgery or other medical

intervention or shall agree on determining the direction of medical treatment.

Article 11 (Entrustment of Posthumous Duties)

1 The Parties hereby agree, in the event of the death of one party, to entrust the other Party (hereinafter "the surviving Party") with the following affairs (hereinafter "posthumous duties") for the deceased Party (hereinafter "the deceased Party") after the death of one of the Parties.

(1) Contacting familial relatives

(2) Funeral, burial, interment, and memorial

(3) Reimbursement of unpaid taxes, public dues, medical expenses, hospitalization expenses, welfare facility use charges, and all other debts

(4) Disposal of household goods and daily necessities

(5) Notification to administrative agencies, etc. (Excluding notice of death)

(6) Termination and liquidation all or in part of contracts to which the deceased Party was a party

(7) Payment of expenses for each of the above duties

2 Party A and Party B mutually agree that the surviving Party shall appoint a representative for the handling of posthumous duties.

3 The funeral, burial, interment, and memorial shall be determined by the surviving Party in consideration of the deceased Party's wishes and resources.

4 Funeral, burial, interment, and other expenses necessary to carry out posthumous duties shall be borne by the deceased Party, and the surviving Party shall pay for them with the assets of the deceased Party.

5 The statutory heir of the deceased Party or any other successor of the deceased Party's status cannot terminate the delegation of posthumous duties without the consent of the surviving Party.

Article 12 (Termination of Contract Due to Death)

1 This Contract will naturally be terminated in the event of Party A or Party B's death.

2 Notwithstanding the provisions of the preceding paragraph, the provisions of Article 11 (Entrustment of Posthumous Duties) shall continue even after the termination of this Contract pursuant to the preceding paragraph.

Article 13 (Termination of the Contract via Agreement)

1 Party A and Party B may terminate this Contract via the agreement of both Parties.

2 Termination of the Contract as per the preceding paragraph shall be made in writing and signed by both Parties and two or more adult witnesses.

Article 14 (Termination of the Contract without Agreement)

1 Either Party A or Party B may terminate this Contract via a one-sided written statement of intent only in the following cases:

- (1) When the other Party has been unfaithful (meaning that they have had a sexual relationship of their own free will with anyone other than the Parties to this Contract).
- (2) When the other Party has maliciously abandoned the Party in question (meaning that there was a severe violation of Article 3 (1)).
- (3) When the other Party has been living separately, without the agreement of both Parties, for a period of five years or more.
- (4) Where there are other serious reasons that make it difficult to continue this Contract.

2 This Contract will naturally terminate if the life and death of either Party A or Party B has not been clear for more than three years.

Article 15 (Effects of Termination)

1 If this Contract is terminated, then such a termination will only take effect in the future. In this case, if one of the Parties has liability, then it will not preclude the other Party from claiming awards or other damages.

2 Notwithstanding the provisions of the preceding paragraph, the provisions of Article 16 (provision related to custody of minor children) and Article 17 (distribution of property) shall continue to be in effect past the termination of this Contract.

Article 16 (Provision Related to Custody of Minor Children)

In the event of termination of this Contract pursuant to Article 13 or Article 14, if the contracting Parties are raising minors, then Party A and Party B shall consult to determine meetings and other exchanges with the minor, the sharing of expenses required for custody of the minor, and other matters necessary for custody. In this case, the interests of the minor shall be considered with the highest priority.

Article 17 (Distribution of Property Upon Termination of the Contract)

1 In the event of termination of this Contract pursuant to Article 13 or Article 14, one of Party A or Party B may request that the other Party distribute assets. However,

this shall not apply if two years have elapsed since the termination of this Contract.

2 If there is no discussion between the Parties regarding the distribution of assets pursuant to the provisions of the preceding paragraph, or if it is not possible to do so, then the amount obtained by subtracting the total amount of assets listed in (2) and (3) and the amount of debts listed in (4) from the total amount of assets listed in (1) for this paragraph shall be equally distributed to both parties.

(1) Property, real estate, deposits and savings, and any other assets held by Party A and Party B at the time of termination of this Contract (includes assets held exclusively by one of the Parties to this Contract, regardless of name, funder, and current name of the acquirer or earner)

(2) Assets that Party A and Party B held when they entered into this Contract, and assets that were acquired in their own name at no charge due to inheritance or other circumstances during the effective lifetime of this Contract

(3) Assets acquired by one of Party A or Party B in their own name after the trusting and substantive communal living relationship between Party A and Party B has already broken down.

(4) Debts (including home mortgages) borne by one or both of Party A and Party B to cover communal living expenses during the effective lifetime of this Contract.

3 The request for distribution of assets stipulated in the preceding paragraph shall be conducted via a method in which the Party whose assets in their name are less than the distribution difference calculated in the preceding paragraph can request the other Party to pay the difference. In this case, Party A and Party B may request that they mutually disclose information about the assets in their possession.

Article 18 (Guidelines for Interpretation and Matters to be Discussed)

Matters not stipulated in this Contract or matters for which doubt arises shall be interpreted in accordance with judgements of the Civil Code (however, excluding provisions of Article 754 of the Civil Code) and other Japanese laws relating to marriage and past court cases pertaining to such laws, and the Parties shall discuss and resolve these matters in good faith.

To certify this Contract, Party A and Party B shall, in the presence of two witnesses, prepare two original copies of this Contract, each with their own signature, and each Party shall retain one copy.

Date:

Party A :
[Address]

Party B :
[Address]

[Name]

[Name]

Witness:
[Address]

Witness:
[Address]

[Name]

[Name]