

MAL REJİMİ SÖZLEŞMESİ

PRENUPTIAL / MARITAL PROPERTY AGREEMENT

Made pursuant to Articles 202-205 of the Turkish Civil Code (Türk Medenî Kanunu No. 4721).

1. PARTIES

PARTY 1

Full Legal Name: _____

Turkish ID / Passport No.: _____

Date of Birth: _____

Nationality: _____

Address: _____

PARTY 2

Full Legal Name: _____

Turkish ID / Passport No.: _____

Date of Birth: _____

Nationality: _____

Address: _____

Party 1 and Party 2 are collectively referred to as the **"Parties."**

2. INTENDED MARRIAGE

The Parties intend to marry on or about:

Date: _ / _ / _____

Place: _____

The Parties enter into this Agreement before their marriage to establish their marital property regime and their respective financial rights and obligations to the maximum extent permitted by Turkish law.

3. LEGAL BASIS AND SELECTION OF MARITAL PROPERTY REGIME

3.1. The Parties acknowledge that, pursuant to Article 202 of the Turkish Civil Code, the statutory marital property regime is the **participation regime in acquired property (edinilmiş mallara katılma rejimi)** unless another legally recognized regime is selected.

3.2. Pursuant to Article 203, the Parties may establish, abolish or modify their marital property regime within the limits established by law.

3.3. The Parties expressly select:

SEPARATION OF PROPERTY

MAL AYRILIĞI REJİMİ

3.4. The Parties intend the **separation of property regime (mal ayrılığı rejimi)** to apply to their marriage to the maximum extent permitted by Turkish law.

4. PROPERTY OWNED BEFORE MARRIAGE

4.1. Each Party shall retain ownership and control of property legally belonging to that Party before the marriage, subject to mandatory Turkish law.

4.2. Such property includes, without limitation:

- (a) real estate;
- (b) vehicles;
- (c) bank accounts;
- (d) savings;
- (e) securities and investments;
- (f) company shares;
- (g) businesses;
- (h) intellectual property;
- (i) personal property;
- (j) digital assets; and
- (k) any other property legally belonging to the Party.

4.3. Significant property owned before marriage may be identified in Schedule A and Schedule B.

5. PROPERTY ACQUIRED DURING MARRIAGE

5.1. Subject to mandatory Turkish law, property acquired in the name of one Party during the marriage shall belong to that Party.

5.2. Property registered jointly in the names of both Parties shall belong to them according to their registered ownership shares.

5.3. Where property is jointly owned but the ownership percentages are not recorded, the Parties' respective rights shall be determined according to applicable Turkish law.

5.4. Neither Party shall acquire an ownership interest in the other's separate property solely by virtue of marriage except where such interest arises under mandatory law or a separate valid legal transaction.

6. REAL ESTATE

6.1. Real estate owned individually by either Party shall remain that Party's property, subject to mandatory Turkish law.

6.2. Real estate acquired individually during the marriage shall belong to the acquiring Party to the extent permitted by law.

6.3. Any purchase, transfer, sale, gift, mortgage, registration or other transaction involving real estate shall be completed in the legally required form.

6.4. This Agreement by itself shall not transfer title to any real estate.

7. BANK ACCOUNTS AND FINANCIAL ASSETS

7.1. Each Party may maintain bank accounts in their own name.

7.2. Funds held in an individually owned bank account shall belong to the account holder, subject to mandatory law.

7.3. Joint bank accounts shall be governed by their legal ownership arrangements and applicable Turkish law.

7.4. Each Party may independently manage their own investments and financial assets unless otherwise agreed in writing.

8. BUSINESSES AND COMPANY INTERESTS

8.1. Any company shares, partnership interests, professional practices or businesses owned individually by a Party shall remain that Party's property, subject to mandatory Turkish law.

8.2. A Party shall not acquire ownership of the other Party's company merely because of the marriage.

8.3. Any transfer of shares or other business interests shall comply with applicable company and commercial laws and relevant corporate documents.

9. INTELLECTUAL PROPERTY

9.1. Intellectual property legally owned by either Party shall remain that Party's property unless otherwise required by mandatory law.

9.2. Intellectual property created or acquired during the marriage shall be treated according to applicable ownership and statutory rules.

9.3. Nothing in this Agreement shall invalidate mandatory rights arising under Turkish intellectual-property law.

10. INHERITANCES

10.1. Property inherited individually by either Party shall remain attributable to that Party to the extent permitted by Turkish law.

10.2. Nothing in this Agreement constitutes a waiver or alteration of inheritance rights where Turkish law prohibits such waiver or alteration.

10.3. The Parties understand that estate planning may require separate wills or other legally recognized testamentary instruments.

11. GIFTS

11.1. A gift made specifically to one Party shall belong to that Party to the extent permitted by applicable law.

11.2. A gift made jointly to both Parties shall be treated as jointly owned according to the applicable ownership document or Turkish law.

12. DEBTS AND LIABILITIES

12.1. Subject to mandatory Turkish law, each Party shall remain responsible for debts incurred individually in that Party's name.

12.2. Debts jointly undertaken by the Parties shall remain joint obligations according to the relevant agreement and applicable law.

12.3. Nothing in this Agreement shall prejudice the rights of third-party creditors.

13. HOUSEHOLD EXPENSES

13.1. The Parties shall contribute to household expenses in a manner mutually agreed between them.

13.2. Nothing in this clause shall waive or exclude any mandatory obligation imposed upon spouses by Turkish family law.

14. FAMILY HOME

14.1. The Parties acknowledge that Turkish law may impose special legal protections concerning the family residence.

14.2. Nothing in this Agreement shall be interpreted as waiving a mandatory legal protection applicable to the family residence.

14.3. Any transaction concerning the family residence shall comply with applicable Turkish law.

15. SPOUSAL MAINTENANCE AND SUPPORT

15.1. The Parties acknowledge that maintenance, support, alimony and related matters may be governed by mandatory provisions of Turkish family law.

15.2. Nothing in this Agreement shall constitute an advance waiver of a right that Turkish law does not permit the Parties to waive.

15.3. Any provision concerning post-separation or post-divorce maintenance or financial support shall be effective only to the extent permitted by applicable Turkish law and any determination of a competent court.

16. POST-SEPARATION OR POST-DIVORCE PAYMENT

16.1. In the event that the marriage is terminated by divorce, or the Parties permanently separate, the Party who initiates or formally requests the divorce or permanent separation shall, **to the maximum extent permitted by Turkish law**, pay the other Party a contractual amount of:

25,000 IRAQI DINARS (IQD 25,000)

16.2. The Parties intend this amount to constitute a contractual financial obligation between them.

16.3. In the event of divorce, the payment shall become due upon the date on which the divorce judgment becomes legally final, subject to applicable Turkish law.

16.4. In the event of permanent separation without divorce, the payment shall become due upon the date on which the separation is formally established or otherwise becomes legally effective, if such a legally recognizable event exists under applicable Turkish law.

16.5. The payment must be made in Iraqi Dinars (IQD).

16.6. The Parties expressly acknowledge that this provision is intended as a **contractual financial obligation and not as a restriction upon either Party's statutory right to seek divorce, separation, judicial protection or other legal relief.**

16.7. Nothing in this clause shall prevent either Party from exercising a legal right to apply for divorce, separation or other judicial relief.

16.8. This clause shall be enforceable only to the extent permitted by the mandatory provisions of Turkish law.

16.9. If a competent court determines that this clause, or any portion of it, is invalid, excessive, contrary to public policy, contrary to mandatory family law, or otherwise unenforceable, the remainder of this Agreement shall remain effective to the maximum extent permitted by law.

16.10. This payment shall not replace or automatically reduce any statutory entitlement relating to:

- (a) maintenance or alimony;
- (b) compensation;
- (c) child support;
- (d) child custody;
- (e) property rights; or
- (f) any other right determined under mandatory Turkish law.

17. CHILDREN

17.1. This Agreement does not determine custody, guardianship, visitation, child support or other rights concerning children.

17.2. Such matters shall remain subject to applicable Turkish law and the authority of the competent court.

17.3. No provision of this Agreement shall be interpreted as restricting the authority of a competent court concerning the welfare or best interests of a child.

18. FINANCIAL DISCLOSURE

18.1. Each Party confirms that they have disclosed their significant assets and liabilities to the other Party.

18.2. Party 1's material assets and liabilities are listed in **Schedule A**.

18.3. Party 2's material assets and liabilities are listed in **Schedule B**.

18.4. Each Party acknowledges that honest financial disclosure is important to the fairness and enforceability of this Agreement.

19. VOLUNTARY AGREEMENT

Each Party declares that:

- (a) they enter into this Agreement voluntarily;
 - (b) they have had sufficient opportunity to review it;
 - (c) they understand its general legal and financial effect;
 - (d) they have had the opportunity to obtain independent legal advice;
 - (e) they are not signing as a result of fraud, coercion, duress or undue influence; and
 - (f) they intend this Agreement to have legal effect to the extent permitted by Turkish law.
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20. INDEPENDENT LEGAL ADVICE

20.1. Each Party acknowledges that they have been advised to obtain independent legal advice before signing this Agreement.

20.2. Each Party may obtain advice from an attorney of their own choice.

Attorney for Party 1

Name: _____

Bar Association: _____

Attorney for Party 2

Name: _____

Bar Association: _____

21. NOTARIZATION AND LEGAL FORM

21.1. The Parties acknowledge that Article 205 of the Turkish Civil Code requires a marital property agreement to be executed in the prescribed **notarial form**, namely by notarial official drafting or notarized approval, subject to the procedure permitted during the marriage application.

21.2. The Parties shall execute this Agreement before a competent Turkish notary in the legally required form.

21.3. Where legally applicable, the Parties may declare their selected marital property regime in writing during the marriage application procedure.

21.4. A private signature alone shall not be relied upon as sufficient to establish the Turkish marital property regime where Turkish law requires notarial form.

22. AMENDMENT

22.1. Any amendment, replacement, termination or modification of this Agreement shall be made in the form required by Turkish law.

22.2. An informal oral agreement shall not amend this Agreement where Turkish law requires a specific legal form.

23. SEVERABILITY

23.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain effective to the extent permitted by law.

23.2. The Parties intend every provision to be interpreted consistently with mandatory Turkish law.

24. GOVERNING LAW

24.1. This Agreement is intended to be governed and interpreted according to the applicable laws of the Republic of Türkiye.

24.2. Mandatory provisions of Turkish law shall prevail over any inconsistent provision of this Agreement.

25. ENTIRE AGREEMENT

25.1. Subject to mandatory Turkish law, this Agreement constitutes the Parties' agreement concerning their marital property regime and the financial matters expressly addressed herein.

25.2. This Agreement does not replace:

- the official marriage registration;
 - legally required marital-property documentation;
 - court orders;
 - wills or testamentary documents;
 - real-estate registration documents; or
 - other documents required by Turkish law.
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26. ACKNOWLEDGMENT

Each Party confirms that they have:

- ☐ Read the entire Agreement.
- ☐ Understood the Agreement.
- ☐ Disclosed material financial information.
- ☐ Had adequate opportunity to obtain independent legal advice.
- ☐ Entered into the Agreement voluntarily.
- ☐ Agreed to the **separation of property regime (mal ayrılığı rejimi)**.
- ☐ Agreed to the post-separation/post-divorce payment provision in Section 16.

☐ Agreed to execute the Agreement in the legally required form before a Turkish notary or through the applicable marriage-application procedure.

27. SIGNATURES

PARTY 1

Full Name: _____

Signature: _____

Date: _ / _ / _____

Place: _____

PARTY 2

Full Name: _____

Signature: _____

Date: _ / _ / _____

Place: _____

28. NOTARY / OFFICIAL CERTIFICATION

For completion by the competent Turkish notary or marriage authority.

Notary / Authority: _____

Notarial Office: _____

Document No.: _____

Date: _ / _ / _____

Certification / Registration:

Official Seal / Stamp:

SCHEDULE A

PARTY 1 — PRE-MARRIAGE ASSETS AND LIABILITIES

Asset / Liability	Description	Approx. Value	Ownership
Real estate			
Bank accounts			
Investments			
Business interests			
Vehicles			
Intellectual property			
Other assets			
Debts			

SCHEDULE B

PARTY 2 — PRE-MARRIAGE ASSETS AND LIABILITIES

Asset / Liability	Description	Approx. Value	Ownership
Real estate			
Bank accounts			
Investments			
Business interests			
Vehicles			
Intellectual property			
Other assets			
Debts			