

Mediated Settlement Agreement

Mediated Settlement Agreement (Family Mediation)

Date: 2019-04-30

Miss Mary Mother

and

Mr. Tom Father

THIS AGREEMENT IS MADE ON the 2019-04-30 :

BETWEEN

1). Miss Mary Mother(hereinafter referred to as "Miss Mary")

HKID no: M281919(P)

Address: Hong Kong University of Science and Technology, Clear Water Bay, Hong Kong

1). Mr. Tom Father(hereinafter referred to as "Mr. Tom")

HKID no: M281923(P)

Address: 230 Elizabeth Street, Surry Hills NSW, Australia

(and collectively hereinafter the "Parties")

1. Foreword

1.1 This Agreement is a legally binding document. Before signing this Agreement, both Parties should read it carefully and make sure that they have clearly understood all the terms and contents contained herein. Before signing this Agreement, all Parties shall consider whether they should seek independent legal, financial and/or other professional advice(s).

2. Preamble

2.1 In relation to the joint application for the Family Mediation (the "Case") filed by the Parties to the Hong Kong Mediation and Arbitration Centre dated 2019-04-30, Miss Mary and Mr. Tom attended the mediation (the "Mediation") with Mr. Albert So (the "Family Mediator") in May 2018 in relation to a number of issues arising from their separation of marriage.

2.2 Upon the completion of the said Mediation, both Parties agreed to settle the Case in accordance with all the terms and conditions contained herein.

3. Mediated Settlement Terms

3.1 This Agreement is predicated on the following facts:

- i. Mr. Tom is aged 35 at the time of execution of this Agreement;
- ii. Miss Mary is aged 30 at the time of execution of this Agreement;
- iii. The Parties were legally married on 2018-04-09;
- iv. Due to irretrievable breakdown of marriage, the Parties separated on 2019-04-30

v. The parties have 9 children, namely,:

- (1) 1 who was born on 1978-04-25;
- (2) 2 who was born on 1940-04-24;
- (3) 3 who was born on 1994-04-27;
- (4) 4 who was born on 1997-04-07;
- (5) 5 who was born on 1981-05-06;
- (6) 6 who was born on 1996-04-17;
- (7) 7 who was born on 1962-05-09;
- (8) 8 who was born on 1997-04-08;
- (9) 9 who was born on 1997-04-07;

vi. The children will live like the following since the date of separation:

- (1) 1 has already grown up (above 18 years old);
- (2) 2 has already grown up (above 18 years old);
- (3) 3 has already grown up (above 18 years old);
- (4) 4 has already grown up (above 18 years old);
- (5) 5 has already grown up (above 18 years old);
- (6) 6 has already grown up (above 18 years old);
- (7) 7 has already grown up (above 18 years old);
- (8) 8 has already grown up (above 18 years old);
- (9) 9 has already grown up (above 18 years old);

4. Caring Arrangements for the children

The Parties hereby agreed that:

4.10 Both Parties shall ensure that they will communicate to each other, or through a third party mediator, any change(s) in their personal relationships with respect of the Children's well-being;

4.11 Miss. Mary and Mr. Tom shall take care of, and exercise her best endeavor to be aware of, the Children's emotional well-being at all times.

5. Parenting plan

5.1 Both Parties acknowledge that they have had difficulty when communicating with each other due to the past problems in the course of marriage. That being the case, both Parties agree that they shall move on and agree that they shall mediate to ensure that the Children's well-being will be taken into account at all the times and particularly in respect of the family transition.

5.2 Both parties agree to provide information on the Children's well-being to each other from time to time.

5.3 Subject to Children's consent, Both parties will encourage the Children to forward their photos to the other one.

5.4 Both parties agree to continue to encourage Children to attend and receive education at school, at home, and will continue to provide them opportunities for learning through extra curricula activities

5.5 The Parties agree that they will exercise their best endeavor to:

- i. resolve their conflicts, if any, effectively by listening to each other's concerns;
- ii. agree that neither of them will attack each other verbally and will be careful in their use of language towards each other;
- iii. respect and take into account the views of the other;
- iv. choose to take a "time out" should discussions become heated, rather than withdraw, and to re-engage communication when appropriate;
- v. not to argue in front of the Children and to ensure that there will be no adult confrontation in front of the Children;
- vi. use a third party mediator if either Party cannot agree on any discussion points.

5.6 In respect of the Children, both Parties agree to exercise their best endeavor to:

- i. teach the Children to respect for themselves and for others;
- ii. support Children in their own decision in relation to their Chinese heritage;
- iii. make the best health decisions for the Children by ensuring that the Children receives a balanced nutritional diet and to actively promote good eating habits and emphasize the importance of sport and exercise;
- iv. use counseling services when necessary and appropriate.

6. Custody

6.1 The Parties agree that the one who has major charge of custody of children shall provide all education, health and welfare authorities or any written authorization which will allow the other one to get access to reports and information pertaining to the Children's education, health and welfare in addition to the agreement indicated herein above.

6.2 The Parties agree that they will keep each other updated with their respective email addresses, telephone numbers, residential address and will advise each other of any change(s) within 1 months to these details.

7. Care and Control

8. Access

8.1 Both Parties acknowledge that it is the Children's right to maintain contact and relationship with both Parties.

8.2 The Parties agree that they can have contact with the Children by telephone and/or other electronic telecommunications at reasonable times.

8.3 The Parties agree the following short term access arrangements:

9. Children and Spousal Maintenance

Save for the aforementioned, the Parties agree that neither of them shall have the legal right to make any further claim(s) against the other regarding Children and/or spousal maintenance.

10. Asset Division

The Parties agree that the matrimonial assets shall be distributed as follow:

To and for the benefit of Miss. Mary:

1. 2

The remaining matrimonial assets shall go to Mr. Tom, including:

1. 3

11. Miscellaneous

11.1 The Parties acknowledge that they have considered to seek independent legal and/or other professional advice(s) on all matters contained in this Agreement

11.2 The Parties further agree to attempt to resolve any dispute arising out of, or in connection with, this Agreement prior to initiating any legal proceedings.

11.3 This Agreement is made by the Parties and they agree that all the terms contained herein be formalized as a Consent Order to be approved by the Family Court of HKSAR.

11.4 Save for those exceptions as permitted by the laws of HKSAR, the Parties agreed to keep confidential all the settlement terms as contained herein. Unless prior written consent has been obtained from both Parties, no Party shall disclose any content(s) of this Agreement to any third party.

11.5 The Parties hereby confirmed that they are signing this Agreement voluntarily and upon sufficient

consideration. The Parties also confirmed that they have not relied on any opinion, either professional or personal, provided by the mediator for the purpose of reaching this Agreement.

11.6 This Agreement shall be executed and interpreted in accordance with the laws of HKSAR.

Signature Page

The Parties hereby sign this Agreement on the date as stated at the beginning of this Agreement.

Signature of Mary
HKID no:M281919(P)

Signature of Tom
HKID no:M281923(P)

Data: 2019-04-30

Mary Mother

and

Tom Father

Mediated Settlement Agreement
