

CALIFORNIA PRENUPTIAL AGREEMENT

This Premarital Agreement ("Agreement") is entered into on [Date], by and between: Party A [woman], residing at [Address], and Party B [man], residing at [Address], collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Parties contemplate marriage and desire to define their respective rights and obligations regarding property, income, debts, and other financial matters arising during marriage or upon its dissolution;

WHEREAS, Party A is employed by [Employer] as [Title] and Party B is employed by [Employer] as [Title], and each Party has made full, fair, and complete disclosure of their assets, liabilities, income, and financial circumstances – including compensation, equity, and ownership interests – as set forth in Exhibits A and B;

WHEREAS, each Party acknowledges the other's present earning capacity and agrees that future changes in employment, income, or earning capacity – including those resulting from caregiving or career sacrifice – are contemplated at execution and shall not constitute grounds to modify or invalidate this Agreement;

WHEREAS, each Party has been advised to retain independent legal counsel, has had adequate opportunity to do so, has carefully read and reviewed this Agreement, understands its terms and legal effect, and enters into it voluntarily and without coercion, duress, or undue influence, believing it fair and reasonable under the circumstances;

WHEREAS, the Parties desire that this Agreement be governed by the laws of California and intend for it to be legally binding and enforceable;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1 Separate Property: All property, income, and assets acquired by either Party in their individual name before or during marriage, including without limitation: real estate, personal property, business interests, financial and securities accounts (checking, savings, brokerage, retirement, money market, investment accounts), employment income and earnings (notwithstanding Fam. Code § 760, with the Parties expressly opting out of community treatment of all earnings during marriage as permitted by Fam.

Code § 1612(a)(2)), gifts, inheritances, digital assets (cryptocurrency, NFTs, digital wallets, online accounts), intellectual property (patents, copyrights, source code, websites whether active or dormant), and all appreciation, growth, income, returns, and future development or commercialization thereof.

1.2 Joint Property: Property, assets, and debts titled in both Parties' names jointly and acquired during marriage with joint funds.

1.3 Separate Debts: Debts incurred by either Party in their individual name.

1.4 Joint Debts: Debts incurred jointly by both Parties in both their names during marriage.

1.5 Alimony/Spousal Support: Financial support paid by one Party to the other after separation, divorce, or dissolution, as specified in this Agreement.

2. SEPARATE PROPERTY

2.1 Ownership and Control: Each Party retains sole and exclusive ownership, control, and management of their separate property as defined in Section 1.1.

2.2 No Marital Claims: Neither Party shall acquire any right, title, interest, or claim in the separate property of the other Party by reason of the marriage, regardless of the duration of marriage or any contributions made by the non-owning Party.

2.3 Right of Disposition: Each Party may dispose of their separate property by sale, gift, will, trust, or otherwise, without the consent or approval of the other Party.

2.4 Separate Debt Responsibility: Each Party is solely responsible for their separate debts and shall indemnify and hold harmless the other Party from any liability arising from such separate debts.

2.5 Commingling Protection: If separate property becomes commingled with joint property, the contributing Party retains their ownership interest, provided records exist sufficient to trace the separate contribution by a preponderance of the evidence, consistent with California tracing principles.

2.6 No Transmutation: Separate property shall not become joint property unless both Parties execute a written agreement specifically identifying the property and their intent to convert it to joint ownership. A deed, account registration, or beneficiary designation alone – without such written transmutation agreement – does not effect a transmutation.

2.7 Business Interests During Marriage: Separate business interests remain entirely separate property regardless of either Party's involvement during marriage. The Parties

expressly waive any *Pereira/Van Camp* apportionment of business growth, goodwill, retained earnings, salary, or appreciation attributable to either Party's time, effort, or skill during marriage. All income, distributions, salary, and value generated by a separate-property business – including amounts paid to either Party for services rendered to that business – remain the separate property of the owner. No marital claim arises from business operations, growth, salary, or increased value during marriage.

2.8 Trust Asset Protection: Assets held in irrevocable trusts established by either Party remain the settlor's separate property. The non-settlor spouse waives all rights to trust distributions, principal, remainder interests, beneficiary designations, and any claim that trust assets became marital property. This waiver applies to all domestic and foreign trusts, including discretionary, generation-skipping, and offshore asset protection trusts.

2.9 Retirement Account Protection: All retirement accounts (401k, IRA, pension, deferred compensation) remain entirely separate property. Each Party acknowledges that ERISA-governed plan waivers must be re-executed post-marriage on plan-specific forms (29 U.S.C. § 1055) and agrees to execute any such waiver, spousal consent, beneficiary designation, or QDRO within 30 days of the other's written request. Section 6.4 governs enforcement.

3. JOINT PROPERTY

3.1 Joint Property Assets: Joint property consists only of assets titled in both Parties' names jointly and acquired during marriage with joint funds, as defined in Section 1.2.

3.2 Joint Property Division: Upon separation, divorce, or dissolution, joint property shall be divided equally (50/50) between the Parties.

3.3 Joint Debts: Joint debts consist only of debts incurred jointly by both Parties in both their names during marriage, as defined in Section 1.4. Upon separation, divorce, or dissolution, joint debts shall be divided equally (50/50) between the Parties.

3.4 Joint Residence - Proportional Interest: If the Parties jointly purchase a residence during marriage: (a) Each Party's ownership percentage equals: $(\text{Their total contributions} \div \text{Combined contributions of both Parties}) \times 100$; (b) Records shall be maintained to document each Party's contributions; (c) This proportional interest supersedes any presumption of equal ownership for jointly-titled property under Fam. Code § 2581.

3.5 Joint Residence - Dissolution Rights: Upon separation, divorce, or dissolution: (a) Either Party may elect to purchase the other's proportional share at fair market value determined by: (i) mutual agreement within 30 days; (ii) if no agreement, the average of two certified appraisals by California-licensed appraisers (one selected by each Party); or (iii) if the two appraisals differ by more than 20%, a third appraisal by a

mutually-selected California-licensed appraiser, with FMV equal to the average of the two closest values; (b) The purchasing Party must obtain financing in their sole name and complete the buyout within 120 days of election; (c) If no buyout election is made or completed within 120 days, the residence shall be sold with net proceeds distributed according to each Party's proportional share.

3.6 Separate Property Exclusion: All property not meeting the definition of joint property in Section 1.2 remains separate property of the owning Party, regardless of any contributions, improvements, or efforts by the non-owning Party during marriage.

4. ALIMONY/SPOUSAL SUPPORT

4.1 General Waiver: Both Parties waive all rights to alimony, spousal support, or maintenance from the other Party, whether temporary, rehabilitative, or permanent, except as specifically provided herein.

4.2 Uniform Application: Section 4 terms apply at all stages (temporary, pendente lite, interim, final, post-judgment). Under *Last v. Superior Court* (2023) 94 Cal.App.5th 30, a court may order temporary support before adjudicating this Agreement; any excess paid shall be credited or reimbursed to payor within 30 days of upholding.

4.3 Children of the Marriage Definition: "Children of the Marriage" means biological children of both Parties (including IVF) and children jointly adopted during the marriage.

4.4 Employment Reduction: Support reduces by 25% if the recipient has not obtained employment within 24 months of divorce. "Employment" means earning at least \$30,000 annually in gross income, verified by tax returns, W-2s, or equivalent documentation. Payor may request annual verification of recipient's employment status.

4.5 Net Income Definition: "Net income" means gross income minus federal income tax, state income tax, Social Security, and Medicare withholdings, excluding voluntary deductions. Net income is the three-year average of payor's annual income preceding divorce filing, but if the most recent year's income is lower due to involuntary job loss, disability, or business closure beyond payor's control, then it is the most recent year's net income, not the three-year average.

4.6 Support Calculation: Monthly spousal support shall equal the following percentage of payor's net income, reduced by 25% of recipient's net income. California's guideline temporary support formula is 40% of payor's net minus 50% of recipient's net. *In re Marriage of Zucker* (2022) 75 Cal.App.5th 1025 found contract support of ~10% of guideline – roughly 4% of payor's net – unconscionable in a marriage with six children. The tiers below scale with family size for that reason: 8% of payor's net at zero children is 2x Zucker, and 22% at six+ children is 5.5x Zucker. The Parties agree these amounts are conscionable:

- 0 Children: 8% of payor's net income
- 1 Child: 10% of payor's net income
- 2 Children: 12% of payor's net income
- 3 Children: 14% of payor's net income
- 4 Children: 16% of payor's net income
- 5 Children: 18% of payor's net income
- 6+ Children: 20% of payor's net income

These support levels constitute a knowing and voluntary agreement appropriately balancing the Parties' respective interests.

4.7 Duration Limits: Support duration shall be calculated as a percentage of marriage length (from date of marriage to date of separation):

- Less than 5 years: 20% of marriage length
- 5 to <10 years: 25% of marriage length
- 10 to <15 years: 30% of marriage length
- 15 to <20 years: 35% of marriage length
- 20+ years: 40% of marriage length

4.8 Hardship Exception: If Sections 4.6 and 4.7 would leave recipient below the greater of (a) 100% of Federal Poverty Level for household size or (b) 30% of the marital standard of living (final three years), support increases to that floor. Increase shall not exceed Section 4.6 amounts by more than 50%, nor extend Section 4.7 duration.

4.9 Reformed Formula Fallback: If Section 4.6 is held unconscionable, support is reformed to 50% of California's then-current guideline temporary formula (currently 40% of payor's net minus 50% of recipient's net), subject to Sections 4.7 and 4.14.

4.10 Income Floor: No support payable if payor's gross annual income is below the greater of: (a) 75% of their gross income in the year prior to executing this Agreement, or (b) 250% of Federal Poverty Level for a single person (illustrative: \$31,300 in 2025; current FPL controls).

4.11 Automatic Termination: Support ceases on the earliest of: (a) recipient's remarriage or registered domestic partnership; (b) recipient's cohabitation with a romantic partner for 90+ consecutive days, with cohabitation including shared domestic responsibilities or financial obligations; (c) recipient's death; (d) payor's death; or (e) Section 4.7 duration expiration. The Parties agree this provision constitutes a written agreement under Fam. Code § 4323(a)(1) defining cohabitation's effect on support.

4.12 No Modification: Modification permitted only if recipient suffers catastrophic disability, terminal illness, or other extraordinary circumstance rendering them permanently unable to work, and only to the minimum needed to reach the Section 4.8 floor. The Parties acknowledge as foreseeable and not grounds for modification:

dissolution, workforce departures, income or employment changes, ordinary health changes, economic conditions, and childcare or career decisions by either Party.

4.13 Verification: Spousal support tier under Section 4.6 is based on biological and jointly-adopted children of the marriage. Either Party may request genetic testing at their own cost; discovery of non-paternity adjusts the support tier prospectively to the percentage for remaining qualifying children. Child support obligations and any retroactive adjustment for non-paternity are governed exclusively by Family Code §§ 7575 and 7646.

4.14 Support Cap: Total lifetime support shall not exceed the LESSER of: (a) The amounts calculated under Sections 4.6 and 4.7; or (b) Payor's average annual net income multiplied by:

- Marriages <15 years: 100%
- Marriages 15-25 years: 150%
- Marriages 25+ years: 200%

4.15 Imputation of Income: If recipient voluntarily reduces income or refuses reasonable employment, the court may impute income based on earning capacity, education, and work history for support calculation purposes.

4.16 No Retroactive Support: Per Fam. Code § 3653(a), retroactive support to date of filing is permitted but capped at Section 4.6 amounts for the retroactive period.

5. LIFESTYLE CLAUSES

The clauses in this Section 5 are aspirational statements of the Parties' shared values and intentions. They are expressly non-binding, create no contractual rights or obligations, and are not enforceable in court, arbitration, or mediation. No breach of Section 5 affects any other provision of this Agreement.

5.1 Shared Responsibilities: The Parties commit to building a successful family through equal overall contributions. Family responsibilities typically divide into financial and domestic domains. Each Party may lead in one domain (60-70%) while supporting in the other (30-40%), creating a reciprocal balance and shared benefit. For example, one party may contribute 60-70% financially and 30-40% to domestic responsibilities. The other party may contribute 30-40% financially and 60-70% domestically.

5.2 Workforce Commitment: Both Parties value financial independence and shared economic contribution. During marriage, the Parties aspire to maintain workforce participation while accommodating for any childcare-related career breaks. Both Parties recognize that maintaining career skills strengthens long-term family financial security. This reflects shared values about economic partnership and mutual responsibility.

5.3 Conflict Resolution and Family Preservation: (a) In case of marital difficulties, both Parties commit to preserving family unity through creative living arrangements if necessary (separate bedrooms, nearby homes, etc.); (b) Both Parties agree to speak respectfully about each other publicly and privately; (c) Both Parties commit to prioritizing their children's relationships with both parents regardless of marital status.

6. INHERITANCE AND ESTATE RIGHTS WAIVER

6.1 Complete Inheritance Waiver: Each Party waives all rights to inherit from the other's estate, including spousal election rights, omitted spouse rights under Probate Code §§ 21610-21612, homestead allowances, family allowances, intestate share, and other statutory inheritance rights under California law. This waiver satisfies the requirements of Probate Code §§ 140-147 and is supported by the financial disclosure in Exhibits A and B, or by the knowing waiver of disclosure in Section 12.

6.2 Estate Planning Consistency: If either Party executes a will or estate planning documents, such documents shall be consistent with this Agreement's inheritance waivers.

6.3 Binding Waiver: These inheritance waivers remain in effect regardless of changes in circumstances, domicile, or law.

6.4 ERISA Retirement Rights: ERISA-governed retirement plans pass to the plan holder's designated beneficiaries, and federal law requires spousal rights to be waived on each plan's forms after marriage. Each Party shall execute any such waiver, spousal consent, or beneficiary designation within thirty (30) days of the other's written request. Failure to execute within thirty (30) days is a material breach entitling the requesting Party to (a) specific performance, (b) actual damages, including the value of any retirement benefits the requesting Party loses or is forced to share due to the breach, and (c) reasonable attorney fees and costs incurred in compelling compliance.

7. FINANCIAL CHANGES DURING MARRIAGE

7.1 Binding Regardless of Changes: The Parties acknowledge that their financial circumstances may change significantly during marriage, including substantial increases or decreases in income, assets, or liabilities. This Agreement remains binding regardless of such changes.

7.2 No Implied Modifications: Changes in financial circumstances, whether foreseeable or unforeseeable, shall not modify, invalidate, or excuse performance under this

Agreement unless modified in compliance with all requirements of Section 17 (Modification and Finality).

7.3 Commitment to Terms: Each Party affirms this Agreement reflects their current intentions and commits to honoring its terms regardless of future financial success, failure, or changed circumstances.

8. DISPUTE RESOLUTION AND ATTORNEY FEES

8.1 Mandatory Mediation: Any dispute arising under this Agreement must first be submitted to mediation with a qualified family law mediator. Both Parties must participate in good faith for at least three (3) full sessions over a minimum of 60 days. Mediation costs shall be allocated as follows: (a) Successful Mediation: If a written settlement agreement signed by both Parties resolves all disputed issues, the higher-earning Party at time of mediation shall pay all mediation costs up to the lesser of (i) 2% of that Party's gross annual income, or (ii) \$10,000; (b) Unsuccessful Mediation: If no complete resolution is reached, both Parties shall share all mediation costs equally.

8.2 Extended Mediation Cost-Sharing: For mediation continuing beyond 60 days, costs shall be shared equally regardless of outcome.

8.3 Optional Arbitration: Either Party may terminate mediation and elect binding arbitration with 30 days' written notice after the initial 60-day period. Arbitration shall be conducted by a single arbitrator selected from AAA's family law panel, in the city where marital residence was established, with judgment final and non-appealable except for fraud or arbitrator misconduct. The arbitrator shall strictly apply this Agreement's terms without equitable modification.

8.4 Arbitration Costs: The Parties shall initially share arbitration costs equally. The arbitrator may reallocate costs based on the reasonableness of each Party's position and conduct during the proceedings.

8.5 Legal Representation Fund: If either Party lacks sufficient resources to retain competent counsel for any proceedings related to this Agreement, including mediation, arbitration, or court litigation, the higher-earning Party at time of request shall advance reasonable attorney fees up to the lesser of (i) 4% of that Party's gross annual income, or (ii) \$50,000, total across all proceedings to ensure adequate representation. Advanced fees shall be: (a) Reimbursed from any award or settlement received by the represented Party, or in full if the represented Party brought a bad-faith challenge under Section 8.7; or (b) Forgiven if no recovery occurs or if reimbursement would cause financial hardship. This cap represents the maximum obligation for legal representation assistance regardless of the number or type of proceedings.

8.6 Court Litigation - Limited Circumstances: Court proceedings are permitted to: (a) determine the validity or enforceability of this Agreement under Family Code § 1615; (b) compel participation in mediation or arbitration of issues not subject to § 1615 review; (c) enforce an arbitration award; or (d) seek emergency relief where irreparable harm would occur. Disputes over the meaning or application of valid provisions go to arbitration; disputes over validity itself go to court.

8.7 Frivolous Challenge Penalty: A Party who challenges this Agreement's validity in court in bad faith — meaning without a good-faith basis in fact or law — shall reimburse the other Party's reasonable attorney fees and costs. A good-faith challenge under Family Code § 1615 does not trigger this provision, even if unsuccessful.

8.8 Prevailing Party Attorney Fees: In mediation, arbitration, or permitted court proceedings, the prevailing Party may recover reasonable attorney fees and costs, subject to the arbitrator's or court's discretion based on the relative merits of each Party's position and financial circumstances.

8.9 Waiver of Jury Trial: Both Parties waive their right to a jury trial for any dispute relating to this Agreement.

8.10 Settlement Incentives: Any dispute resolved within 30 days of initial filing pays no attorney fees beyond those advanced under § 8.5 (which remain subject to the reimbursement and forgiveness terms of that section). Either Party may request one 30-day suspension of proceedings for reflection and consultation.

8.11 Confidentiality of Proceedings: All mediation, arbitration, and court proceedings under this Agreement shall be confidential. Neither Party may disclose pleadings, testimony, exhibits, or settlement positions to third parties except counsel, financial advisors, or as required by law. Violations trigger the penalties in Section 10.4.

9. LANGUAGE COMPREHENSION

9.1 English Language Agreement: This Agreement is written in English. Each Party acknowledges they have read, understood, and voluntarily agreed to all terms herein.

9.2 Non-Native Speaker Protections: Any Party whose native language is not English represents that they have: (a) Sufficient English proficiency to understand this Agreement's terms and legal consequences; or (b) Consulted with a qualified attorney or certified translator fluent in their native language who explained this Agreement's terms and implications.

9.3 Waiver of Language Claims: Each Party irrevocably waives any future claim that they: (a) Did not understand this Agreement due to language barriers; (b) Were denied

adequate opportunity to obtain translation or native-language legal counsel; (c) Signed this Agreement without full comprehension of its terms or consequences.

9.4 Translation Available: Each Party acknowledges they had the right to request a written translation of this Agreement in their native language prior to execution, and either obtained such translation, declined it, or confirmed sufficient English proficiency to proceed without one.

10. PRIVACY AND CONFIDENTIALITY

10.1 Confidentiality Obligations: The Parties agree to maintain strict confidentiality regarding: (a) the existence, terms, and contents of this Agreement; (b) private communications, conversations, and personal matters; (c) financial information; (d) personal photographs, videos, or recordings; (e) medical, mental health, or counseling information; (f) family relationships, personal struggles, or embarrassing incidents; and (g) children's private matters by: limiting online sharing to private family/friend settings not publicly searchable; avoiding embarrassing or exploitative content; prohibiting use of children's images or information for personal gain, business promotion, or social media influence; and prioritizing children's long-term dignity and privacy interests over parental sharing preferences.

10.2 Respectful Communication: During and after marriage, both Parties shall speak respectfully about each other, refrain from disparaging statements, avoid sharing private marital details publicly or on social media, and maintain dignified communication.

10.3 Commercial Exploitation Prohibition: Neither Party may commercially exploit the other's name, image, likeness, or reputation through: (a) selling or licensing photographs, videos, or recordings; (b) publishing books, articles, or monetizing interviews about the marriage; (c) participating in tell-all media; or (d) interfering with professional relationships.

10.4 Enforcement and Penalties: Upon breach, the non-breaching Party may offset liquidated damages against obligations owed or pursue collection directly: (a) injunctive relief; (b) general privacy violations: the greater of \$4,000 or 1% of breaching Party's annual income, capped at \$25,000 per breach; (c) children-related violations: the greater of \$4,000 or 1% of breaching Party's annual income, capped at \$25,000 per breach; (d) commercial exploitation or willful breaches: the greatest of disgorgement of profits, actual damages, \$20,000, or 4% of breaching Party's annual income; (e) attorney fees paid by breaching Party. The Parties stipulate these amounts are a reasonable forecast of actual damages under Civ. Code § 1671, which are inherently difficult to calculate, and are not a penalty.

10.5 Binding Nature: All obligations under this Section 10 survive marriage termination for the lifetime of both Parties.

10.6 Exceptions: Disclosure permitted when required by law, court order, necessary to protect children from harm, or required for legitimate legal proceedings.

11. FINANCIAL DISCLOSURE AND DISCOVERY WAIVER

11.1 Complete Financial Disclosure: Each Party has provided complete and accurate financial disclosure through the Asset and Liability Disclosure Schedules attached as Exhibits A and B, which include:

- Income Documentation: Federal and state tax returns for the preceding two years and most recent pay stub.
- Assets: All real property, business interests, investment accounts, cryptocurrency holdings, intellectual property, and other assets with values exceeding the greater of (a) \$10,000, or (b) 1% of the disclosing Party's total assets.
- Liabilities: All outstanding debts exceeding the greater of (a) \$5,000, or (b) 1% of the disclosing Party's total assets.
- Net Worth Statement: Executed declaration summarizing total assets and liabilities.

Each Party certifies this disclosure is complete and accurate as of the execution date. The Parties acknowledge that material omissions or misrepresentations may render this Agreement unenforceable.

11.2 Reliance and Acknowledgement: Each Party acknowledges they have received, reviewed, and understood the other Party's financial disclosures and are entering this Agreement in reasonable reliance on these disclosures being complete and accurate.

11.3 Discovery Waiver: Parties waive all traditional discovery. Verification limited to joint retention of a single forensic accountant to confirm existence of assets listed in Exhibits A and B within 30 days of filing. No investigation of unlisted assets is permitted absent prima facie evidence of intentional concealment exceeding the lesser of (a) \$250,000, or (b) 10% of the concealing Party's disclosed net worth. Parties split accountant costs equally.

12. COMPREHENSIVE FINANCIAL DISCLOSURE WAIVER

12.1 Knowing and Voluntary Waiver: Each Party expressly, knowingly, and voluntarily waives all rights to further disclosure under California Family Code § 1615(a)(2)(B) and any other legal principle requiring disclosure beyond what is set forth in Exhibits A and B. This written waiver independently satisfies the statutory requirement; the Exhibits and this waiver operate as independent, alternative bases for enforceability.

12.2 Independent Enforceability: This waiver operates as a separate and independent basis for enforceability, ensuring this Agreement remains fully binding even if Section 11 disclosures are deemed inadequate.

12.3 Voluntary Relinquishment: Each Party acknowledges they could have demanded complete disclosure and verification but voluntarily chose not to exercise these rights and relinquish any right to claim inadequate disclosure.

12.4 Irrevocable Future Claims Waiver: Both Parties irrevocably waive claims of: (a) Inadequate disclosure; (b) Unconscionability based on financial surprise; (c) Lack of investigation opportunity; (d) Insufficient review time.

12.5 Counsel Acknowledgement: Each Party acknowledges independent counsel advisement regarding this waiver's significance.

13. OPTIONAL PRE-MARRIAGE ASSET UPDATE

13.1 Recommended Update: The Parties are encouraged, but not required, to exchange updated asset and liability schedules between thirty (30) and ninety (90) days before the marriage date. Any such updated schedules shall be attached as supplements to Exhibits A and B and identified as such.

13.2 Reaffirmation: If updated schedules are exchanged, the Parties may execute a written acknowledgment confirming this Agreement remains fully effective as modified only by the updated schedules. Such acknowledgment does not modify any substantive term of this Agreement.

13.3 No Effect on Enforceability: The exchange of updated schedules is recommended practice only. Failure to exchange updated schedules, or to execute any reaffirmation, shall not invalidate, modify, or affect the enforceability of this Agreement in any respect, consistent with § 14 of this Agreement. The disclosures in Exhibits A and B as of the execution date remain the operative disclosures for all purposes, including for purposes of Family Code § 1615(a)(2)(A).

14. ASSET CHANGES AND CONTINUED VALIDITY

14.1 Primary Enforceability: This Agreement remains valid regardless of post-execution changes in assets, income, or net worth, whether disclosed or undisclosed.

14.2 Challenge Waiver: Each Party waives challenges based on post-execution asset changes, market fluctuations, or failure to disclose ordinary-course changes. This

waiver does not apply to claims of intentional fraud or willful concealment, which remain actionable as provided by California law.

14.3 Time-Independent Validity: Enforceability does not depend on timing between execution and marriage or compliance with update requirements.

15. INDEPENDENT LEGAL COUNSEL

15.1 Opportunity for Counsel: Each Party was represented by independent legal counsel, with their name and bar numbers in the execution block. Both parties acknowledge their counsel reviewed all provisions including spousal support waivers.

15.2 Voluntary Execution: Each Party enters into this Agreement voluntarily, without coercion, duress, or undue influence, after adequate time for review and consultation.

15.3 Waiver of Counsel: If either Party chose not to retain counsel, such waiver was made voluntarily in writing with full understanding of the rights being relinquished (attached as an Exhibit, if applicable).

16. GOVERNING LAW AND ENFORCEABILITY

16.1 California Law: This Agreement is governed by California law as of execution date, including California Family Code §§1600-1617, California Probate Code provisions regarding spousal rights, and applicable California case law precedent, regardless of domicile or asset location. Future law amendments reducing enforceability shall not apply retroactively.

16.2 Jurisdiction: Each Party submits to California jurisdiction for any dispute arising under this Agreement and waives forum non conveniens defenses. Judgments inconsistent with this Agreement are void to the extent California law permits.

16.3 Validity: This Agreement is presumed valid; the Party challenging enforceability bears the burden of proof under Family Code § 1615. Neither Party may initiate proceedings concerning this Agreement in any jurisdiction other than California.

17. MODIFICATION AND FINALITY

17.1 Entire Agreement: This Agreement constitutes the entire binding understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral. Section 5

(Lifestyle Clauses) sets forth non-binding aspirations only and does not create contractual rights or obligations.

17.2 Modification Requirements: This Agreement may be amended only by a written instrument that (a) is presented in final form to the other Party at least 30 days before execution; (b) is signed by both Parties before a notary public; and (c) is accompanied by written acknowledgment from each Party's independent counsel confirming review of the modification and the client's understanding of its terms and legal effect. The Parties intend these requirements to exceed the minimum required by Family Code § 1614 and to apply to any amendment of this Agreement.

17.3 No Oral Modifications: No oral agreements, representations, or modifications shall be binding.

18. SEVERABILITY

18.1 Severance of Invalid Provisions: If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be automatically severed, and the remainder of this Agreement shall remain in full force and effect.

18.2 Replacement Provision: Any severed provision shall be reformed to nearest valid equivalent reflecting the original intent of the Parties.

18.3 Intent: The Parties expressly intend that invalid provisions be severed rather than invalidating the entire Agreement, even if the invalid provision goes to the essence of this Agreement.

19. EFFECTIVE DATE AND TIMING

19.1 Effective Date: This Agreement shall become effective immediately upon the marriage of the Parties.

19.2 Ideal Timeline: Sign the premarital agreement before proposing, then update disclosures 30-90 days before the wedding. This ensures informed engagement decisions and keeps legal matters separate from wedding planning.

19.3 Alternative Timeline: If signed after proposal, execute this Agreement at least 60 days before the wedding date, allowing 2-3 weeks for both parties to review the final version before signing. Reach out to an attorney at least 4-6 months before the wedding to begin the process.

19.4 Advisory Nature: These recommendations enhance enforceability but are not validity requirements.

19.5 Seven-Day Review: Each Party received this final Agreement on [date], at least seven (7) calendar days before execution, as required by Family Code § 1615(c)(2)(B). Proof of delivery is attached as Exhibit C and consists of [dated email, signed receipt, or other contemporaneous record]. No substantive changes have been made during the seven-day period; the Parties acknowledge that any substantive change would restart the seven-day clock under § 1615(c)(2)(B).

20. COMPREHENSIVE ACKNOWLEDGMENTS

20.1 Informed Voluntary Agreement: Each Party enters this Agreement freely and voluntarily, with complete understanding of its terms, legal effects, and binding nature.

20.2 Financial Disclosure Confirmation: Each Party confirms they either: (a) received full financial disclosure with reasonable opportunity for verification; OR (b) knowingly and voluntarily waived disclosure rights as detailed in Section 12.

20.3 Legal Counsel Confirmation: Each Party confirms they were advised to obtain independent legal counsel and provided sufficient time for consultation.

20.4 Maximum Statutory Waiver: Each Party understands they are waiving all statutory rights to property division, spousal support, inheritance claims, and any other marital rights to the fullest extent permitted under California Family Code §§1600-1617.

20.5 Comprehensive Future Waiver: Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure beyond claims of intentional fraud; (c) duress, coercion, or undue influence; (d) retention of rights beyond those expressly preserved herein; or (e) any other challenge to this Agreement's validity or enforceability, except as required by Family Code § 1615 and California public policy.

20.6 California-Specific Acknowledgments: Each Party specifically acknowledges:

- Receipt of final agreement at least 7 days before signing per Family Code § 1615(c)(2)(B)
- Understanding of California community property laws being modified by this Agreement
- Review of California Family Code §§ 1610-1617
- Full financial disclosure per California requirements, or knowing waiver thereof per Section 12
- Understanding that spousal support provisions require independent counsel
- Acknowledgment that Family Code § 721 fiduciary duties apply during marriage to inter-spousal transactions and are not waived by this Agreement

