

CONNECTICUT 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 existing at the time of execution;

WHEREAS, the Parties desire that this Agreement be governed by the laws of the State of Connecticut and intend for it to be legally binding and enforceable pursuant to the Connecticut Premarital Agreement Act (CGS §§ 46b-36a to 46b-36j);

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, whether before or during the marriage, are deemed separate property by contract pursuant to this Agreement and C.G.S. § 46b-36d. Separate property

includes without limitation: real estate, personal property, business interests, financial and securities accounts (checking, savings, brokerage, retirement, money market, investment accounts), employment income, 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. The Parties expressly contract around any default rule under C.G.S. § 46b-81 that would otherwise classify income or appreciation as marital.

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 adequate records exist to trace the separate contribution.

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 spousal involvement, consultation, assistance, or contribution during marriage, provided the non-owner spouse did not make direct documented capital contributions or become a legal co-owner of the business entity. Each spouse's success benefits both parties during marriage, promoting mutual interest in maintaining the marital relationship rather than dissolving it for financial gain. No marital claim arises from business operations, growth, 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.

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 controls over any default rule under C.G.S. § 46b-81 that would otherwise treat the residence as equally owned by virtue of joint title.

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; (ii) if no agreement within 30 days, the median of

three valuations from the largest online real estate platforms by market share (currently Zillow, Redfin, and Realtor.com) on the same date; or (iii) if online values vary by >20% or are unavailable, the average of two certified appraisals (one per Party);

(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 Modified Support Framework: The Parties acknowledge Connecticut courts have enforced complete alimony waivers in voluntarily signed prenups with full disclosure. See *Beyor v. Beyor*, 158 Conn. App. 752 (2015); *Grabe v. Hokin*, 341 Conn. 360 (2021); *Friezo v. Friezo*, 281 Conn. 166 (2007). Section 4 is intentionally more generous than those upheld waivers.

4.2 Uniform Application: The Parties acknowledge the court's statutory authority under C.G.S. § 46b-83 to order temporary and pendente lite support during proceedings. Final support shall not exceed Section 4 amounts. Any temporary or pendente lite support paid in excess of the final award under Section 4 shall be credited against future payments or, if no future payments are owed, reimbursed to the payor within 30 days of the Agreement being upheld.

4.3 Children of the Marriage Definition: "Children of the Marriage" means biological or legally adopted children of both Parties, whether conceived through assisted reproductive technology or natural conception.

4.4 Employment Reduction: Support reduces by 50% 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. Payor's net income is the three-year average preceding divorce filing, or the most recent year if lower due to involuntary job loss, disability, or business closure beyond payor's control.

4.6 Support Calculation: Monthly support equals the following percentage of payor's net income, minus 50% of recipient's net income, based on the number of Children of the Marriage:

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

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

4.8 Hardship Exception: If enforcement would render recipient eligible for public assistance under C.G.S. § 46b-36g(b), the court may order the minimum support necessary to avoid eligibility, not to exceed Section 4.6 amounts by more than 50%.

4.9 Reformed Formula Fallback: If any support calculation under Sections 4.6 or 4.7 is deemed unconscionable by a court, it shall be reformed to the following percentages of payor's net income, minus 50% of recipient's income. Duration shall be 50% of marriage length.

- 0-1 Child: 10% of payor's net income
- 2-3 Children: 15% of payor's net income
- 4+ Children: 20% of payor's net income

4.10 Income Floor: No support payable if payor's gross annual income is below the greater of (a) 75% of payor's gross income the year before this Agreement, or (b) 250% of the Federal Poverty Level for a single person (\$39,125 in 2026).

4.11 Automatic Termination: Support ceases on the earliest of: (a) recipient's remarriage; (b) recipient's cohabitation in a marriage-like relationship – sharing a residence with another adult and dividing financial or domestic responsibilities – for 60+ consecutive days, enforceable under C.G.S. § 46b-86(b); (c) recipient's death; (d) payor's death; or (e) duration expiration under Section 4.7.

4.12 No Modification: No modification absent clear and convincing evidence of extraordinary circumstances not reasonably foreseeable at execution that would render enforcement unconscionable under C.G.S. § 46b-36g(a)(2). The Parties acknowledge as foreseeable: dissolution, income fluctuations, workforce changes, ordinary health changes, market conditions, business performance, birth or adoption of children, caregiving, career sacrifice, and cost-of-living changes. This Section does not limit statutory unconscionability review.

4.13 Verification: Payor may require genetic testing for any child for whom support is sought, at the requesting Party's cost. Confirmed non-paternity terminates spousal support calculated by reference to that child but does not affect support for children already legally adopted by payor.

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: 60%
- Marriages 15-25 years: 100%
- Marriages 25+ years: 140%

4.15 Post-Divorce Income: Per Dan v. Dan, 315 Conn. 1 (2014), an increase in payor's income after divorce filing – including promotions, bonuses, raises, business growth, investment returns, inheritances, gifts, or new employment – does not constitute a substantial change in circumstances under C.G.S. § 46b-86 sufficient to modify support.

5. LIFESTYLE CLAUSES

The following provisions express the Parties' shared values and aspirations for their marriage. The Parties acknowledge that Connecticut courts generally do not enforce lifestyle or behavioral provisions in prenuptial agreements through injunctive relief, but the Parties may invoke these provisions to inform the interpretation of enforceable obligations elsewhere in this Agreement (including without limitation Sections 8, 10, and 17).

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:

- In case of marital difficulties, both Parties commit to preserving family unity through creative living arrangements if necessary (separate bedrooms, nearby homes, etc.)
- Both Parties agree to speak respectfully about each other publicly and privately
- 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, homestead allowances, family allowances, and other statutory inheritance rights under Connecticut General Statutes § 45a-436.

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 only after marriage. Each Party shall execute any such waiver, spousal consent, or beneficiary designation within thirty (30) days of the other's written request made after the date of marriage. 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.

7.4 Connecticut Dual-Review Acknowledgment: Each Party acknowledges Connecticut law permits courts to review this Agreement for unconscionability both at execution and at enforcement (CGS § 46b-36g(a)(2)). Each Party further acknowledges:

- (a) Changed circumstances during marriage may affect enforceability
- (b) Terms that appear fair now may be deemed unconscionable if circumstances change dramatically
- (c) Each Party has considered potential future scenarios including: illness, disability, career changes, business failures, and childcare responsibilities
- (d) Each Party believes this Agreement is fair and reasonable considering such potential changes
- (e) This Agreement is designed to be enforceable even if circumstances change, but Connecticut courts retain discretion to modify unconscionable provisions

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. Arbitration shall not apply to child custody, parenting time, or child support matters, which remain subject to the jurisdiction of the Connecticut Superior Court under C.G.S. §§ 46b-56 and 46b-84.

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 loses on all material issues per 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 only to: (a) Compel participation in mediation or arbitration; (b) Enforce an arbitration award; (c) Seek emergency relief where irreparable harm would occur.

8.7 Frivolous Challenge Penalty: If either Party challenges this Agreement's validity and the Agreement is upheld on all material grounds, the prevailing Party may seek reasonable attorney fees, subject to court discretion and only if fee award would not render this Agreement unconscionable.

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: If a dispute is resolved within 30 days of initial filing, neither Party may seek attorney fees from the other under Sections 8.7 or 8.8. 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: Violations result in:

(a) Immediate injunctive relief;

(b) General privacy violations: \$2,000 per violation, or 2% of annual household income, whichever is lesser;

(c) Children-related violations: \$2,000 per violation, or 2% of annual household income, whichever is lesser;

(d) Commercial exploitation or willful/malicious breaches: the highest of (i) disgorgement of all profits; (ii) actual damages including reputational harm and emotional distress; (iii) \$20,000; or (iv) 4% of annual household income;

(e) Attorney fees paid by breaching Party;

(f) Each week of continuing violation constitutes a separate breach.

The Parties stipulate these amounts are a reasonable forecast of actual damages, which are inherently difficult to calculate, and are not intended as a penalty.

10.5 Binding Nature: All obligations survive marriage termination permanently.

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 all material assets, debts, income, and recent financial statements.

11.2 Reliance and Acknowledgment: 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 Limitation: The Parties acknowledge receipt of fair and reasonable disclosure per C.G.S. § 46b-36g(a)(3) in Exhibits A and B. In proceedings challenging this Agreement, the Parties agree discovery is limited to: (a) execution circumstances (fraud, duress, coercion, incapacity, voluntariness); (b) adequacy of pre-execution disclosure; (c) opportunity for independent counsel; and (d) current financial circumstances solely as relevant to unconscionability review under C.G.S. § 46b-36g(a)(2). Discovery shall proceed by documents and interrogatories only, unless depositions are necessary to resolve a material factual dispute. Any Party seeking discovery beyond Exhibits A and B and the categories above bears all costs absent a court finding of good cause shown by clear and convincing evidence under Practice Book § 25-32. All discovery is confidential and limited to counsel, necessary experts, and the court.

12. DISCLOSURE ACKNOWLEDGMENT AND VOLUNTARY NATURE

12.1 Receipt and Understanding: Each Party acknowledges receiving the other's financial disclosure before execution, having reasonable opportunity to review, investigate, and seek clarification, and understanding the other Party's approximate financial position.

12.2 Voluntary Agreement Despite Disclosure: Each Party acknowledges this Agreement would remain binding even if the other Party's disclosure contained minor inaccuracies or omissions, provided such disclosure was made in good faith and provided reasonable approximation of financial circumstances.

12.3 Reasonable Reliance: Each Party relied on the other's disclosure in executing this Agreement and believes it reasonably represents the other's financial position as of the disclosure date.

12.4 Connecticut Statutory Compliance: This Section is intended to comply with C.G.S. § 46b-36g(a)(3)'s requirement of "fair and reasonable disclosure" and does not constitute a waiver of disclosure rights, which cannot be waived under Connecticut law.

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. The disclosures in Exhibits A and B as of the execution date of this Agreement remain the operative disclosures for all purposes.

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 changes.

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 acknowledges they were advised to retain independent legal counsel, were provided reasonable opportunity to consult with counsel of their choosing, and were given adequate time (minimum 30 days) to seek such consultation. Each Party either: (a) retained independent counsel who reviewed this Agreement and provided advice; OR (b) voluntarily declined to retain counsel after being advised of the importance of independent legal review.

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 declined independent counsel, they executed a separate "Waiver of Independent Counsel" (Exhibit C) acknowledging: (a) they were advised to retain counsel; (b) they understand the benefits of independent legal advice; (c) they voluntarily chose not to retain counsel; and (d) they understand the legal effect and consequences of this Agreement.

16. GOVERNING LAW AND ENFORCEABILITY

16.1 **Connecticut Law:** This Agreement is governed by Connecticut law, specifically the Connecticut Premarital Agreement Act (CGS §§ 46b-36a to 46b-36j), regardless of future domicile or asset location. This Agreement shall be enforced under CGS § 46b-36g.

16.2 **Jurisdiction:** Each Party submits to Connecticut jurisdiction and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections than Connecticut. Judgments inconsistent with this Agreement are void.

16.3 **Law Selection:** Neither Party may invoke any law – foreign or domestic – to weaken this Agreement's enforcement. Laws may only be invoked to strengthen enforcement beyond Connecticut standards.

16.4 **Validity:** This Agreement is presumed valid absent clear and convincing evidence of statutory violation. Neither Party may initiate proceedings in jurisdictions with weaker prenuptial enforcement than Connecticut.

17. MODIFICATION AND FINALITY

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

17.2 **Modification Requirements:** This Agreement may only be amended or modified by a written instrument that (a) is presented in final form to the other Party at least thirty (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.

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, and optionally 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: 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.

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 the Connecticut Premarital Agreement Act (CGS §§ 46b-36a to 46b-36j) and Connecticut General Statutes.

20.5 Comprehensive Future Waiver: Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure beyond what is required under C.G.S. § 46b-36g(a)(3); (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 not preserved by statute. Nothing in this Section waives the statutory grounds preserved under C.G.S. § 46b-36g(a), which cannot be waived under Connecticut law.

21. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

_____ Date: _____ Party A: [Party A Name]

_____ Date: _____ Party B: [Party B Name]

ATTORNEY CERTIFICATION FOR PARTY A

I, _____, attorney for Party A, certify that:

1. I am independent counsel, separately retained by Party A, and do not represent Party B.
2. I have reviewed this Agreement in full with my client and explained its legal implications and consequences, including the marital, statutory, and common-law rights being waived.
3. I have answered all of my client's questions.
4. My client received this Agreement at least seven (7) days before execution and before the wedding date.
5. I observed no indication of impaired mental capacity, intoxication, duress, undue influence, or coercion.
6. To the best of my knowledge, my client's execution of this Agreement is knowing, voluntary, and informed.
7. My client signed this Agreement in my presence on the date shown below.

Attorney Name, Bar Number

Date

NOTARY ACKNOWLEDGMENT FOR PARTY A

The Notary below may be Party A's attorney (if commissioned) or a separate notary public.

State of _____ County of _____

On this _____ day of _____, **20**_____, Party A personally appeared before me, personally known to me or proved by satisfactory evidence, and acknowledged executing this Agreement for the purposes contained therein. I certify under penalty of perjury that the foregoing is true and correct.

Notary Public Signature

Date

Printed Name: _____

Commission No.: _____ Expires: _____

[Notary Seal]

ATTORNEY CERTIFICATION FOR PARTY B

I, _____, attorney for Party B, certify that:

1. I am independent counsel, separately retained by Party B, and do not represent Party A.
2. I have reviewed this Agreement in full with my client and explained its legal implications and consequences, including the marital, statutory, and common-law rights being waived.
3. I have answered all of my client's questions.
4. My client received this Agreement at least seven (7) days before execution and before the wedding date.
5. I observed no indication of impaired mental capacity, intoxication, duress, undue influence, or coercion.
6. To the best of my knowledge, my client's execution of this Agreement is knowing, voluntary, and informed.
7. My client signed this Agreement in my presence on the date shown below.

Party A initials _____

Party B initials _____

