

NEW HAMPSHIRE 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, career sacrifice, or market conditions – are contemplated at execution and shall not constitute grounds to modify or invalidate this Agreement;

WHEREAS, this Agreement is presented to each Party more than thirty (30) days before the contemplated wedding, consistent with *In re Estate of Hollett*, 150 N.H. 39 (2003); each Party has been advised to retain independent counsel and has had adequate opportunity to do so; each Party has carefully read and reviewed this Agreement, understands its terms and legal effect, and has had sufficient time to reflect; and any disparity in education, income, assets, or sophistication between the Parties has been addressed through independent counsel, advance execution, and full disclosure, satisfying the heightened-fairness standard of *Hollett*;

WHEREAS, each Party enters this Agreement voluntarily, without coercion, duress, or undue influence, believing it fair and reasonable under the circumstances, and intends it to be governed by New Hampshire law – including RSA 460:2-a, RSA 458:16-a, and the *MacFarlane/Yannalfo/Hollett/Wilber/Nizhnikov* line of cases – and 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, 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 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: Separate business interests remain separate property regardless of spousal involvement, consultation, or contribution during marriage, unless the non-owner spouse makes direct documented capital contributions or becomes a legal co-owner. Advice, consultation, or emotional support creates no property interest. No marital claim arises from business operations, growth, or increased value during marriage.

2.8 Trust Asset Protection: The non-settlor spouse waives all rights to distributions, principal, remainder interests, beneficiary designations, and any claim that trust assets constitute marital or community property – including assets held in discretionary, generation-skipping, and offshore asset protection trusts, whether domestic or foreign. Each Party's irrevocable trusts are not subject to division under this Agreement.

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.

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

4.2 Uniform Application: The support terms in this Section 4 govern all stages of proceedings (temporary, pendente lite, interim, final, and post-judgment). Any temporary support ordered during proceedings shall be credited dollar-for-dollar against the total obligation under Sections 4.6 and 4.7, applied at payor's election to monthly amounts or duration. If temporary support paid during a validity challenge exceeds the amounts ultimately upheld under this Section, the excess shall be reimbursed to payor within 30 days of final order. Both Parties agree that temporary support should not exceed Section 4.6 amounts absent a court finding of immediate, irreparable economic harm.

4.3 Children of the Marriage; Parentage. "Children of the Marriage" means biological or legally adopted children of both Parties. Support is scaled by child count as a proxy for caregiving burden, not as child support (governed exclusively by RSA 458-C). Either Party may request genetic testing at own cost. Confirmed non-paternity reduces the child count under Section 4.6 and support recalculates prospectively at the lower tier. This does not apply to adopted children or donor-conceived children to which both Parties consented.

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. This reduction does not apply during any period in which the recipient is the primary residential parent of a Child of the Marriage under age 4.

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 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

Maximum: \$4,000 per month

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: 5% of marriage length
- 5 to <10 years: 10% of marriage length
- 10 to <15 years: 15% of marriage length
- 15 to <20 years: 20% of marriage length
- 20 to <25 years: 25% of marriage length
- 25+ years: 30% of marriage length, capped at 8 years total

4.8 Public Assistance Floor (NH Unconscionability Safeguard). If Sections 4.6 and 4.7 would leave recipient with total income below 100% of Federal Poverty Level for their household size, support increases to the minimum necessary to avoid such shortfall. "Total income" includes earned or imputed income, child support received, and spousal support under this Agreement. This provision addresses *MacFarlane v. Rich*, 132 N.H. 608 (1989), and shall be construed narrowly.

4.9 Reformed Formula Fallback: If any support calculation under Section 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 their gross income in the year prior to executing this Agreement, or (b) 250% of Federal Poverty Level for a single person (\$31,300 in 2025). If recipient would be eligible for public assistance under this suspension, payor shall pay only the minimum amount necessary to avoid such eligibility under Section 4.8, suspended when no longer needed.

4.11 Automatic Termination: Support immediately ceases upon the earliest of: (a) recipient's remarriage; (b) recipient's cohabitation with an unrelated person in a marriage-like relationship for 60 or more consecutive days, including shared residence or financial interdependence; (c) recipient's death; (d) payor's death; (e) payor's attainment of full retirement age under the federal Social Security program or actual retirement, whichever is later, consistent with RSA 458:19-aa, IV; or (f) duration-limit expiration under Section 4.7.

4.12 No Modification: Both Parties acknowledge that modification requires clear and convincing evidence of changed circumstances not reasonably foreseeable at execution that would make enforcement unconscionable, and specifically acknowledge as reasonably foreseeable: dissolution, voluntary workforce departures, ordinary income and employment changes, general economic conditions, and childcare decisions.

4.13 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: 50%
- Marriages 15-25 years: 75%
- Marriages 25+ years: 100%

4.14 Post-Divorce Income: Support shall not be modified based on payor's income increases occurring after divorce filing, including promotions, bonuses, raises, business growth, investment returns, inheritances, gifts, or new employment at higher compensation.

5. LIFESTYLE CLAUSES

This Section is precatory and aspirational only – it expresses the Parties' shared hopes and values, is not legally binding or enforceable, and carries no remedy. Its validity or invalidity has no bearing on any other provision, all of which remain fully effective and severable per Section 18.

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 childcare-related career breaks. Both Parties recognize that maintaining career skills strengthens long-term family financial security.

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

5.4 Fidelity: Each Party values the mutual expectation of fidelity and ongoing intimacy as foundational to a happy and long-lived marriage.

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 elective share rights under RSA 560:10, homestead rights under RSA 480, family allowances, and other statutory inheritance rights under New Hampshire law. *In re Estate of Wilber*, 165 N.H. 246 (2013), confirms that such waivers are enforceable when supported by mutual consideration and disclosure.

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 spousal rights cannot be waived before marriage. Each Party shall execute any required spousal consent or beneficiary waiver within 30 days of written request after marriage, and agrees not to seek a Qualified Domestic Relations Order or similar order against the other Party's retirement or deferred compensation plans, which remain separate property under Section 1.1. Failure to execute is a material breach entitling the requesting Party to specific performance, \$25,000 liquidated damages, and reasonable attorney fees.

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, preferably licensed in New Hampshire, with proceedings held in the New Hampshire county where marital residence was last established. Judgment shall be final and non-appealable except for fraud, arbitrator misconduct, or the arbitrator exceeding the authority defined herein, consistent with RSA 542:8. The arbitrator shall strictly apply this Agreement's terms and shall not modify them based on changed circumstances, perceived unfairness, or sympathy. The arbitrator's authority to find a provision unenforceable is limited to the three grounds in *In re Estate of Hollett*, 150 N.H. 39 (2003): (1) fraud, duress, mistake, misrepresentation, or nondisclosure of a material fact; (2)

unconscionability at execution; or (3) facts and circumstances so changed since execution that enforcement would be unconscionable. Any reformation shall be the minimum necessary to cure the specific defect.

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: A Party who challenges this Agreement's validity in court and loses on all material issues shall reimburse the other Party's reasonable attorney fees and costs, provided such reimbursement 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: Any dispute resolved within 30 days of initial filing pays no attorney fees to either party. 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 Remedies: A violation entitles the non-breaching Party to injunctive relief and to actual damages. Where actual damages are impractical to determine, the Parties agree liquidated damages of \$4,000 per violation (general or children-related) are a reasonable estimate, not a penalty; for commercial exploitation or willful breach, the greater of actual damages, disgorgement of profits, or \$20,000. The arbitrator or court may adjust any amount it finds punitive, and shall award the prevailing Party reasonable attorney fees.

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 agree to limit discovery to matters directly relevant to a *Hollett* three-prong challenge (fraud, duress, mistake, misrepresentation, nondisclosure of a material fact at execution; unconscionability at execution; or unconscionable hardship from changed circumstances). Routine financial discovery beyond Exhibits A and B is waived absent a specific judicial finding of necessity.

12. FALLBACK DISCLOSURE WAIVER (NH – Subordinate to Section 11)

The Parties' primary disclosure mechanism is the schedules attached as Exhibits A and B (Section 11). This Section 12 operates only as a fallback if Section 11 is later challenged as inadequate, consistent with *In re Estate of Wilber*, 165 N.H. 246 (2013), which recognized that knowing waivers can substitute for formal disclosure between spouses with comparable knowledge of each other's finances.

12.1 Knowing and Voluntary Waiver: Each Party expressly, knowingly, and voluntarily waives any further disclosure rights beyond those satisfied by Exhibits A and B, under RSA 460:2-a and any other applicable principle.

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 Specific Statutory Waiver: Each Party waives any further disclosure rights under RSA 460:2-a and acknowledges that the disclosures in Exhibits A and B, together with each Party's independent knowledge of the other's financial circumstances, satisfy New Hampshire's disclosure requirements.

12.4 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.

12.5 Irrevocable Future Claims Waiver: Both Parties irrevocably waive claims of: (a) inadequate disclosure; (b) lack of investigation opportunity; (c) insufficient review time.

12.6 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. 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 to the property provisions of Sections 2 and 3 based solely on post-execution asset changes, market fluctuations, or failure to disclose changes occurring after execution.

14.3 Validity: Provided the Agreement satisfies the *Hollett* procedural-fairness factors at execution, enforceability does not depend on the exchange of updated schedules under Section 13.

15. INDEPENDENT LEGAL COUNSEL

15.1 Opportunity for Counsel: Each Party acknowledges they have had the opportunity to consult with independent legal counsel of their choice regarding the terms and effects of this Agreement.

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, that Party executed a separate written waiver attached as Exhibit C, acknowledging (a) they were expressly advised to obtain independent counsel; (b) they understand the rights being relinquished; (c) they had adequate time to seek counsel; and (d) they chose not to do so voluntarily.

16. GOVERNING LAW AND ENFORCEABILITY

16.1 New Hampshire Law: This Agreement is governed by New Hampshire law as of the execution date, including RSA 460:2-a (Antenuptial Agreements), RSA 458:16-a (equitable division), RSA 506:2 (statute of frauds), and the controlling case law (*MacFarlane*, *Yannalfo*, *Hollett*, *Wilber*, *Nizhnikov*, and the persuasive authority of *Goddard* and *Cicale*), regardless of domicile or asset location at the time of any later proceeding.

16.2 Jurisdiction: Each Party submits to New Hampshire jurisdiction for any dispute arising under this Agreement and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction whose prenuptial enforcement framework is at least as protective as New Hampshire's.

16.3 Law Selection: Neither Party may invoke any other state's law or any foreign law to weaken this Agreement's enforcement, except where the alternative jurisdiction's law is more protective of enforcement.

16.4 Validity Presumption: Under RSA 460:2-a and *MacFarlane v. Rich*, this Agreement is presumed valid. The challenging Party bears the burden of proving by a preponderance of evidence one of the three *Hollett* grounds for invalidation.

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 with two witnesses present; (c) is accompanied by written acknowledgment from each Party's independent counsel confirming review and informed consent; and (d) is supported by updated financial disclosures from both Parties dated within sixty (60) days of execution. Any post-marital modification (postnuptial) shall meet the standards in *In re Estate of Wilber*, 165 N.H. 246 (2013), and as further illustrated by *In the Matter of Cicale*, No. 2024-0370 (N.H. July 3, 2025) (Rule 20(3) order).

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: The Parties are encouraged to execute this Agreement well in advance of any wedding date, and to update disclosures under Section 13 between thirty (30) and ninety (90) days before the wedding.

19.3 New Hampshire Minimum Timeline: This Agreement should be executed at least thirty (30) days before the wedding, consistent with the *Hollett* procedural-fairness norm. Sixty (60) days is recommended for typical cases; ninety (90) days where any disparity in assets, income, education, or sophistication exists between the Parties.

19.4 Hollett Compliance: Last-minute execution combined with bargaining-power disparity is the most successful invalidation ground in New Hampshire. The Parties confirm by signing that neither timing nor disparity exists at a level that would compromise voluntariness.

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 received full financial disclosure through Exhibits A and B with reasonable opportunity for verification (Section 11), and as a fallback have knowingly waived any further disclosure rights (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 under RSA 458:16-a, spousal support under RSA 458:19 and RSA 458:19-a, inheritance claims under RSA 560 (including the elective share), and all other marital rights to the fullest extent permitted under New Hampshire law and the MacFarlane/Hollett line of cases.

20.5 Comprehensive Future Waiver: Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure; (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 challenges under the three Hollett grounds preserved by Section 16.4.

21. EXECUTION

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

Party A initials_____

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Party B initials_____

_____ 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.

