

OKLAHOMA 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];

WHEREAS, each Party has made full, fair, and complete disclosure to the other of their respective 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, each Party has been advised of their right to independent legal counsel, has had sufficient opportunity to consult with counsel of their choosing, ask questions, and propose changes, and has had adequate time to review, consider, and negotiate this Agreement prior to execution;

WHEREAS, each Party has carefully read and reviewed this Agreement, understands its terms and legal effect, and enters into it voluntarily without coercion, duress, or undue influence;

WHEREAS, each Party believes this Agreement is 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 Oklahoma 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, increased earning power (professional degrees, licenses, certifications, and earning capacity derived therefrom), 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 does not become joint property unless both Parties execute a written agreement specifically identifying the property and their intent to convert it. No deed, title change, account registration, or beneficiary designation – including adding a spouse to title – effects a transmutation without such written agreement.

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. Under Oklahoma law, equitable division under 43 O.S. § 121 is subject to a valid antenuptial contract (*Hendrick v. Hendrick*, 1999). Each Party acknowledges that generally accurate knowledge of business interests may satisfy disclosure requirements even without precise valuations (*Griffin v. Griffin*, 94 P.3d 96).

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, whether rehabilitative or permanent, except as provided in this Section 4. The Section 4 formulas apply uniformly to temporary, pendente lite, and permanent support. Any temporary support awarded in excess of Section 4.5 shall be credited dollar-for-dollar against future support or refunded to payor within 90 days of this Agreement being upheld.

4.2 Children of the Marriage: "Children of the Marriage" means biological children of both Parties (including IVF) and children legally adopted by both Parties. Either Party may request genetic testing at any time at the requesting Party's cost. A child who is neither biologically both Parties' nor legally adopted by both Parties is excluded from the Section 4.5 support calculation, and any excess payments are refunded or credited against future support.

4.3 Employment Reduction: Support reduces by 50% if recipient has not earned at least \$30,000 in gross annual income within 24 months of divorce, verified by tax returns or W-2s. Payor may request annual verification. Both Parties acknowledge 24 months is adequate time to obtain such employment.

4.4 Net Income Definition: "Net income" means gross income minus federal and state income tax, Social Security, and Medicare withholdings, excluding voluntary deductions. Net income is payor's three-year average preceding divorce filing, except if the most recent year is lower due to involuntary job loss, disability, or business closure beyond payor's control, in which case the most recent year applies.

4.5 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: 0% of payor's net income (no support)
- 1 Child: 2% of payor's net income
- 2 Children: 4% of payor's net income
- 3 Children: 6% of payor's net income
- 4 Children: 8% of payor's net income
- 5 Children: 10% of payor's net income
- 6+ Children: 12% of payor's net income

Maximum: \$6,000 per month, indexed by CPI-U from the date of marriage to the date of first separation or dissolution filing.

4.6 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+ years: 25% of marriage length

4.7 Reformed Formula Fallback: If any support calculation under Section 4.5 or 4.6 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 40% of marriage length.

- 0-1 Child: 5% of payor's net income
- 2-3 Children: 10% of payor's net income
- 4+ Children: 15% of payor's net income

4.8 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.

4.9 Automatic Termination: Support ceases upon the earliest of: (a) recipient's remarriage; (b) recipient's cohabitation with another person in a romantic relationship for 60+ consecutive days; (c) either Party's death; or (d) duration expiration under Section 4.6.

4.10 Limited Modification: Modification requires clear and convincing evidence of changed circumstances rendering enforcement unconscionable. The Parties acknowledge as foreseeable at execution: dissolution, workforce departures, income changes, health issues, economic conditions, and childcare decisions.

4.11 Support Cap: Total lifetime support shall not exceed the LESSER of: (a) The amounts calculated under Sections 4.5 and 4.6; or (b) Payor's average annual net income multiplied by:

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

4.12 Post-Divorce Income: Support shall not be modified based on payor's income increases after divorce filing, including but not limited to new compensation, business growth, or investment returns. Post-divorce earnings are separate property.

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 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

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 election rights and other statutory inheritance rights under Oklahoma law, except homestead rights and statutory family allowances, which Oklahoma law does not permit to be waived by antenuptial agreement.

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 16 (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 governed by the Oklahoma Uniform Arbitration Act (Okla. Stat. tit. 12 § 1857 et seq.), conducted by a single arbitrator selected from AAA's family law panel in the city nearest 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 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 Oklahoma Burgess Test Satisfaction: Each Party affirms this Agreement satisfies Oklahoma's enforceability requirements under the Burgess Test because: (a) each Party received full, fair, and frank disclosure of the other's financial circumstances; OR (b) each Party had generally accurate knowledge of the other's property and worth; OR (c) this Agreement provides fair and reasonable provisions for both Parties.

11.4 Opportunity for Verification: Each Party had adequate opportunity and time to verify, investigate, and seek additional information regarding the other Party's financial disclosures, and voluntarily chose to proceed without demanding additional verification or documentation.

11.5 Discovery Waiver: The parties waive all discovery rights except the constitutional minimum necessary to prove fraud, duress, coercion, incapacity, or forgery at execution by clear and convincing evidence; any permitted discovery is limited to execution-time circumstances only (not current finances, income, assets, or ability to pay), must be completed within 60 days, and subjects the requesting party to cost-shifting if unsuccessful.

12. OPTIONAL PRE-MARRIAGE ASSET UPDATE

12.1 Recommended Update: The Parties are encouraged, but not required, to exchange updated asset and liability schedules between 30 and 90 days before the marriage date. Any updates shall supplement Exhibits A and B.

12.2 Reaffirmation: If updated schedules are exchanged, the Parties may execute a written reaffirmation confirming this Agreement remains fully effective. Such reaffirmation does not modify any substantive term.

12.3 No Effect on Enforceability: Failure to exchange updates or execute any reaffirmation shall not invalidate or affect the enforceability of this Agreement. The disclosures in Exhibits A and B as of the execution date remain operative for all purposes.

13. ASSET CHANGES AND CONTINUED VALIDITY

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

13.2 Challenge Waiver: Each party waives challenges based on post-execution asset changes, market fluctuations, or failure to disclose changes.

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

14. INDEPENDENT LEGAL COUNSEL

14.1 **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.

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

14.3 **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).

15. GOVERNING LAW AND ENFORCEABILITY

15.1 **Oklahoma Law:** This Agreement is governed by Oklahoma law, including Okla. Stat. tit. 43 §§ 121, 204 and tit. 15 § 136, and applicable Oklahoma case law including the Burgess Test established in Matter of Estate of Burgess, 646 P.2d 623 (Okla. App. 1982), regardless of the parties' future domicile or location of assets.

15.2 **Jurisdiction:** Each Party submits to Oklahoma jurisdiction and waives forum non conveniens defenses. Neither Party may initiate enforcement proceedings in a jurisdiction with weaker prenuptial protections than Oklahoma, only stronger.

15.3 **Choice of Law:** In any proceeding involving this Agreement, the Parties intend Oklahoma law to apply and request that any court or arbitrator give maximum effect to the Parties' contractual intent.

15.4 **Enforceability Standard:** Oklahoma courts assess enforceability at execution under the *Burgess* test. Each Party acknowledges this Agreement satisfies the test and was not unconscionable at the time of signing.

15.5 **Presumption of Validity:** This Agreement is presumed valid and enforceable. Oklahoma courts favor enforcement of prenuptial agreements when properly executed.

16. MODIFICATION AND FINALITY

16.1 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.

16.2 Modification Requirements: This Agreement may only be amended or modified by a written instrument that: (a) is presented to the other party at least thirty (30) days prior to execution; (b) is signed by both Parties before a notary; and (c) includes confirmation that each party has either obtained independent legal counsel or has expressly waived such representation.

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

17. SEVERABILITY

17.1 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.

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

17.3 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.

18. EFFECTIVE DATE AND TIMING

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

18.2 Ideal Timeline: Sign the premarital agreement before proposing, then update disclosures 30-60 days before the wedding. This ensures informed engagement decisions, keeps legal matters separate from wedding planning, and is legally preferred.

18.3 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. Oklahoma courts examine whether parties had adequate time to review without undue pressure. In Taylor v. Taylor, three months was deemed sufficient time. Avoid signing

immediately before the wedding (e.g., "the night before"), as this may constitute duress under Oklahoma law.

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

19. COMPREHENSIVE ACKNOWLEDGMENTS

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

19.2 Financial Disclosure Confirmation: Each Party confirms they received full, fair, and frank financial disclosure of the other's financial circumstances with reasonable opportunity for verification, or alternatively had generally accurate knowledge of the other's property and worth, satisfying the Oklahoma Burgess Test requirements.

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

19.4 Maximum Statutory Waiver: Each Party understands they are waiving rights to equitable division of jointly acquired marital property, spousal support (except as provided in Section 4), inheritance claims, and other marital rights to the fullest extent permitted under Oklahoma law.

19.5 Comprehensive Future Waiver: Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure; (c) unfairness or unconscionability; (d) duress, coercion, or undue influence; (e) retention of rights beyond those expressly preserved herein; or (f) any other challenge to this Agreement's validity or enforceability.

20. 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]

Notary Public Signature

Date

Printed Name: _____

Commission No.: _____ Expires: _____

[Notary Seal]

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****This prenuptial agreement was not prepared by attorneys. It must be reviewed by an attorney before signing.**