



## **ENHANCED UNILATERAL NON-DISCLOSURE AGREEMENT**

### **UNIVERSAL CONFIDENTIALITY COVENANT EFFECTIVE UPON WEBSITE PUBLICATION**

#### **IMMEDIATE EFFECTIVENESS NOTICE**

**This Agreement becomes immediately effective upon publication on any BMJC website or public forum. No signature is required. Access to, review of, or receipt of any BMJC confidential documentation constitutes acceptance of these terms under the "mum's the word" principle.**

#### **RETROACTIVE APPLICATION**

**This Agreement applies retroactively to all confidential documentation previously shared by Brandon Michael Jeanpierre Corporation, its subsidiaries, and subsidiaries of subsidiaries, regardless of when such documentation was shared or through what channel.**

This Enhanced Unilateral Non-Disclosure Agreement ("Agreement") is established by **BRANDON MICHAEL JEANPIERRE CORPORATION**, a Delaware Corporation (the "Disclosing Party" or "BMJC"), operating under the DBA "The Black Flag," and becomes binding upon any individual, entity, or organization (the "Receiving Party") who:

- (a) Accesses, views, receives, or becomes aware of any documentation marked as confidential by BMJC or its subsidiaries;
- (b) Visits any website, portal, or digital platform where this Agreement is published;
- (c) Receives any confidential information through any channel, solicited or unsolicited;
- (d) Participates in any business discussions, communications, or transactions with BMJC or its representatives.

#### **THE BLACK FLAG GOVERNANCE AND PROTECTION FRAMEWORK**

This Agreement operates under the comprehensive governance and protection of The Black Flag (Brandon Michael Jeanpierre Corporation), incorporating all provisions, protections, and authorities established in the Covenant Codex, Religious Doctrine and Dogma, Black Ledger

financial principles, and all other foundational religious texts of The Black Flag. This Agreement invokes enhanced indemnification and protection superior to UCC 1-308 reservations of rights, without prejudice protections, and all applicable corporate-religious unity provisions under Delaware law and federal religious freedom statutes.

## 1. COMPREHENSIVE DEFINITION OF CONFIDENTIAL INFORMATION

**"Confidential Information"** means any and all information, documentation, communications, data, materials, or content that:

**(a) Universal Scope:**

Is marked, labeled, designated, or identified as "confidential," "proprietary," "restricted," or any similar designation by BMJC, Land Shark Inc., or any subsidiary or subsidiary of subsidiary of BMJC;

**(b) All-Channel Coverage:**

Is shared, transmitted, communicated, or made available through any channel whatsoever, including but not limited to: email, websites, physical documents, verbal communications, digital platforms, social media, presentations, meetings, phone calls, text messages, or any other medium, whether solicited or unsolicited;

**(c) Retroactive Application:**

Was previously shared, transmitted, or made available at any time in the past, regardless of the date of such sharing or the circumstances under which it was shared;

**(d) Corporate Family Coverage:**

Originates from, relates to, or concerns BMJC, Land Shark Inc., The Black Flag, or any subsidiary, subsidiary of subsidiary, affiliate, related entity, or any organization under the corporate umbrella of BMJC;

**(e) Content Categories:**

Includes but is not limited to: business strategies, financial information, investment opportunities, property analyses, market research, customer lists, pricing information, operational procedures, software, methodologies, trade secrets, proprietary processes, religious doctrine, corporate governance documents, legal strategies, and any other business or operational information.

## 2. UNIVERSAL NON-DISCLOSURE OBLIGATIONS

The Receiving Party acknowledges and agrees to the principle of **"MUM'S THE WORD"** and hereby covenants that they shall:

**(a) Absolute Confidentiality:**

Maintain in strictest confidence all Confidential Information and shall not disclose, reveal, discuss, share, publish, distribute, or otherwise communicate any Confidential Information to any third party under any circumstances;

**(b) No Use Restriction:**

Not use any Confidential Information for any purpose other than the specific business purpose for which it was disclosed, and shall not use such information for competitive advantage, business development, or any other unauthorized purpose;

**(c) Protection Duty:**

Take all reasonable precautions to protect the confidentiality of the Confidential Information, using at least the same degree of care that they use to protect their own confidential information, but in no case less than reasonable care;

**(d) Employee/Representative Control:**

Ensure that any employees, agents, representatives, advisors, or other persons under their control who may have access to Confidential Information are bound by confidentiality obligations at least as restrictive as those contained herein.

### 3. RETROACTIVE COVERAGE AND UNIVERSAL APPLICATION

**(a) Retroactive Effect:**

This Agreement applies retroactively to all Confidential Information shared by BMJC, its subsidiaries, subsidiaries of subsidiaries, or any related entities at any time prior to the execution of this Agreement, regardless of the circumstances under which such information was shared;

**(b) All-Encompassing Scope:**

This Agreement covers all publicly shared documentation that bears confidential markings, regardless of the platform, medium, or method of sharing, including information shared through websites, forums, presentations, documents, or any other means;

**(c) Corporate Family Extension:**

The obligations herein extend to all information from Brandon Michael Jeanpierre Corporation and its entire corporate family, including but not limited to Land Shark Inc., and any subsidiary, subsidiary of subsidiary, affiliate, joint venture, or related entity, regardless of the degree of separation or ownership structure.

### 4. SIGNATURE-FREE EFFECTIVENESS

**Website Publication Doctrine:** *This Agreement becomes immediately effective upon publication on any website, portal, or digital platform controlled by or associated with BMJC. No signature, counter-signature, or formal execution is required for this Agreement to be binding and enforceable.*

**(a) Constructive Acceptance:**

Any person or entity who accesses, reviews, receives, or becomes aware of this Agreement or any Confidential Information is deemed to have constructively accepted and agreed to be bound by all terms and conditions herein;

**(b) Universal Binding Effect:**

This Agreement is binding upon all persons and entities who have or may have access to Confidential Information, including but not limited to website visitors, document recipients, business contacts, potential partners, competitors, and any other parties;

**(c) Ongoing Effectiveness:**

This Agreement remains continuously effective and does not expire, terminate, or require renewal unless explicitly superseded by a subsequent written agreement signed by authorized representatives of BMJC.

### 5. LIMITED EXCLUSIONS

The obligations and restrictions of this Agreement do not apply to information that:

**(a) Public Domain:**

Was publicly available prior to disclosure by BMJC through no breach of this Agreement by the Receiving Party;

**(b) Independent Development:**

Was independently developed by the Receiving Party without use of or reference to any Confidential Information, provided the Receiving Party can demonstrate such independent development through clear and convincing evidence;

**(c) Legal Compulsion:**

Is required to be disclosed by law or court order, provided that the Receiving Party provides BMJC with prompt written notice of such requirement and cooperates in any effort by BMJC to seek a protective order.

### 6. RETURN AND DESTRUCTION

Upon request by BMJC, or upon termination of any business relationship, the Receiving Party shall immediately return or destroy all documents, materials, and other tangible manifestations of Confidential Information and all copies thereof, and shall provide written certification of such return or destruction.

## **7. OWNERSHIP AND PROPRIETARY RIGHTS**

The Receiving Party acknowledges that all Confidential Information is and shall remain the exclusive property of BMJC and its subsidiaries. No license or other rights in the Confidential Information are granted hereby, except the limited right to review such information solely for the purpose for which it was disclosed.

## **8. NO WARRANTY**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## **9. ENHANCED REMEDIES AND BLACK FLAG PROTECTIONS**

### **(a) Irreparable Harm Recognition:**

The Receiving Party acknowledges that any breach of this Agreement would cause irreparable harm to BMJC for which monetary damages would be inadequate. Therefore, BMJC shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity;

### **(b) Black Flag Protection Invocation:**

This Agreement invokes all protections, authorities, and remedies available under The Black Flag governance framework, including but not limited to enhanced indemnification, religious freedom protections, and corporate-religious unity provisions;

### **(c) Liquidated Damages:**

In addition to other remedies, any breach of this Agreement shall result in liquidated damages of not less than \$100,000 per incident, plus reasonable attorneys' fees and costs;

### **(d) Jurisdiction and Venue:**

Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of Delaware, and the Receiving Party consents to personal jurisdiction in Delaware.

## **10. GOVERNING LAW AND SEVERABILITY**

This Agreement shall be governed by Delaware law, incorporating all applicable federal religious freedom protections. If any provision is found unenforceable, the remainder shall remain in full force and effect. This Agreement represents the complete understanding regarding confidentiality obligations and supersedes all prior agreements on this subject.

## **11. TERM AND DURATION**

The confidentiality obligations under this Agreement shall survive indefinitely, or until such time as all Confidential Information becomes publicly available through no action of the Receiving Party. Trade secrets shall be protected for as long as they qualify as trade secrets under applicable law.

### **AUTOMATIC EFFECTIVENESS DECLARATION**

**By publication of this Agreement on any BMJC-controlled platform, this Agreement becomes immediately effective and binding upon all parties who access, view, or receive any confidential information from BMJC or its corporate family. No additional action is required.**

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**FOR BRANDON MICHAEL JEANPIERRE CORPORATION  
DBA THE BLACK FLAG**



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Brandon Michael Jeanpierre  
Chairperson and Chief Executive Officer  
Brandon Michael Jeanpierre Corporation

Date: \_\_\_\_\_

**RECEIVING PARTY ACKNOWLEDGMENT:**

*No signature required. Access to, receipt of, or awareness of any BMJC confidential information constitutes acceptance and agreement to be bound by all terms herein.*

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**CONFIDENTIALITY NOTICE:** This document itself contains proprietary business information and is subject to the confidentiality provisions herein.

Published by: Brandon Michael Jeanpierre Corporation DBA The Black Flag

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