WITHOUT PREJUDICE

Protect Yourself
with a “Qualified” Signature

What is a Signature?

- A signature is actually 2 things
  1) Intent
  2) Whose intent it is (your autograph)

- Up till now, we've signed with an 'OPEN' signature
  - This means that we are agreeing with *everything* written above it
  - We are agreeing to participate in THAT corporate jurisdiction
  - Almost ALL contracts and agreements we sign are with corporations (government included)

  - We have NOT protected our inalienable rights when we use an 'open' signature!! We need to change this….

Without Prejudice - What does it mean?

Without Prejudice

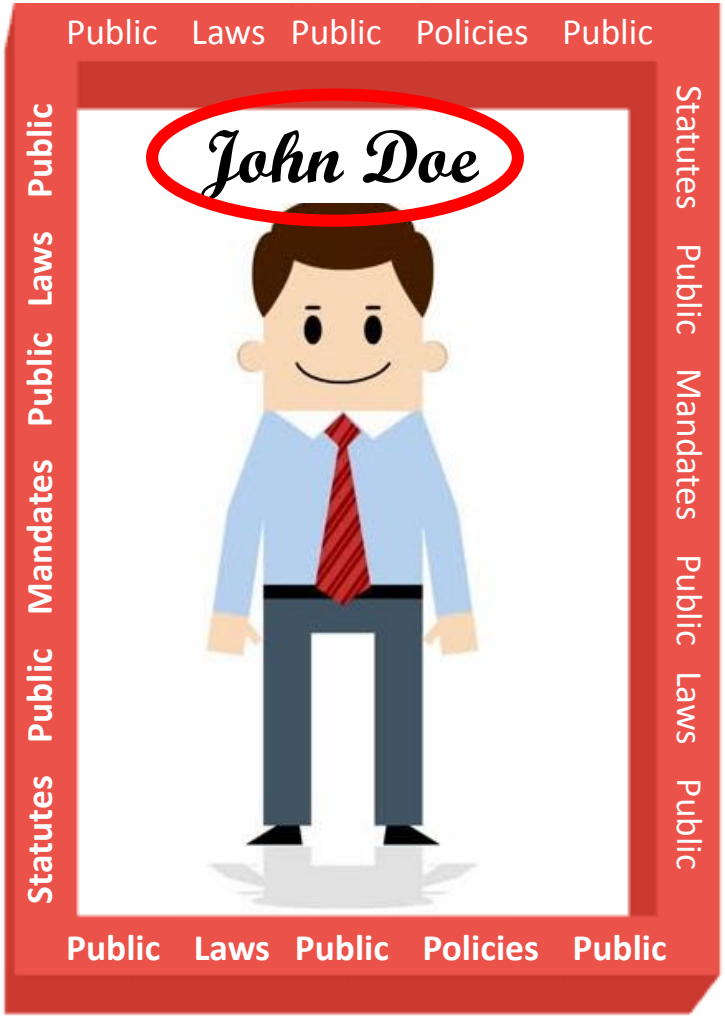
Without any loss or waiver of rights or privileges.

- Adding "WITHOUT PREJUDICE" above your signature is called a Qualified Signature
  - It shows that you are protecting your inalienable rights and making "no promises to perform" to what you're signing
    - Simply put – you are signing a contract or agreement BUT you are not necessarily agreeing to follow everything in it. You can disregard any aspect of that agreement *without being in breach of it*. It's a beautiful legal loophole.

  - Example: Your employment agreement
    You sign it WITHOUT PREJUDICE. That means that you are entering into an agreement with your employer - as required to get the job - but you are not necessarily *agreeing* to follow everything in it. So when you choose not to follow, say, a COVID testing rule, they can't say you're in breach of contract and fire you because you NEVER AGREED to it.
    - Note: Employers and unions haven't renewed their agreements with COVID, so THEY are actually in breach of contract

What does it do?

An ‘open’ signature = just your autograph
It means you are agreeing.
With gov’t documents, it means you agree to be *bound by public policy* *(the red box)*



A ‘qualified’ signature = autograph + WOP
It means you are making
“no promises to perform”
With gov’t documents, it means you are <u>exempt from</u> *public policy* *(NO box)*



You are “outside” of the public (aka in the private)

Our Notice of Liability

- The Notice of Liability mentions Section 32 of the Charter of Rights and Freedoms which states:

Section 32 - Application of Charter

32. (1) This Charter applies:

a. **to the Parliament and government of Canada in respect of all matters within the authority of Parliament including all matters relating to the Yukon Territory and Northwest Territories; and**
b. **to the legislature and government of each province in respect of all matters within the authority of the legislature of each province.**

Exception

(2) Notwithstanding subsection (1), section 15 shall not have effect until three years after this section comes into force.

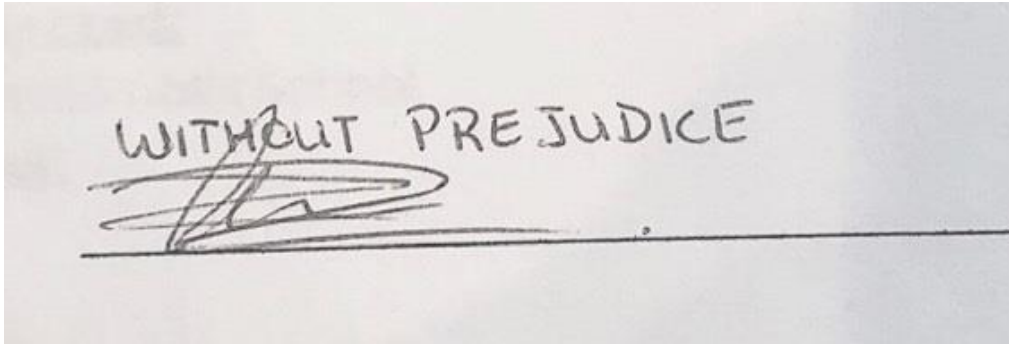
The purpose of section 32 is to make it clear that the Charter only applies to governments, and not to private individuals, businesses or other organizations.

Subsection 32(2) was necessary to give governments a chance to amend their laws to bring them into line with equality rights. Section 15 of the Charter did not come into force until three years after the rest of the Charter became effective on April 17, 1982.

Therefore, government legislation does NOT apply to you if you're a private individual
=> Qualified signatures take you out of the public and into the *private*

When & Where Do I Use It?

- Use it when signing anything a corporation gave you to sign
  - Examples: Applications, agreements, public contracts
  - Driver's license, Health card, passport, service agreements



- **DO NOT** use it when signing anything you wrote yourself, or agreements you made privately and directly with someone else
  - Example: Letters you write to your employer/union/college, notices of liability, any private agreement directly with another private person

Notice to Principal is Notice to Agent, Notice to Agent is Notice to Principal

Notice of Amendment of Signature

I am correcting any and all of my open signatures, from the beginning and forward into perpetuity, and hereby replace them with the following signature that shows my correct intent:

WITHOUT PREJUDICE

John Doe

This signature should be applied to all documents, physical and electronic, signed by me regarding my employment at [Company], including but not limited to: employment, benefits, union contracts, et cetera and relating to my employment.

This foregoing document was acknowledged before me,

In the City of [xx], Region of [xx]

This ____ day of _____2021

By: _____, Notary Public

NOTE: This would accompany other letters

Example: the current Notice of Liability

[Name]
[address]
[city, prov]
[post code]

To: [boss]
Employer
Address
City, Prov
Post Code

To: [HR Director/Manager]
Employer
Address
City, Prov
Post Code

To: [Union Manager]
Union Name
Address
City, Prov
Post Code

Notice to Principal is Notice to A

Notic

COVID-19 Testing and

To all and to whom this may concern;

This is an official and personal Notice of Liability.

Take notice, that I, [your name], am a private citize
national. Canada is a Constitutional Nation State/C
Section 32 of the Canadian Charter of Rights and F
legislation against a private citizen. As a registere

I recommend you take some time to familiarize yourself with the way I am signing my employment agreements "without prejudice". A signature is not an autograph, a signature shows the signatory's intent. The way my signature is qualified, "without prejudice", I make no promises to perform according to public policy or any corporate policy of any kind. As such, my [employment agreement/union contract/school registration] cannot be used against me in a court of law as evidence I agreed to be bound to public policy. That means you cannot enforce any policy against me as if it is law; corporate policy cannot be enforced as law against individuals who make no promises to perform. The law of God is "Do no harm" and in accordance to the English common law, it is your duty to refrain from causing me harm.

Take further notice, there is no legislation that allows an employer, business owner, educator, government entity, or any individual in any other capacity, to discriminate against, force, coerce, prescribe, recommend, or mandate that a private citizen submit to a medical procedure, especially under the threat of loss of guaranteed rights such as, but not limited to, employment, education, goods and services, travel, or respect for bodily autonomy.

There is also no legislation that allows an employer to terminate an employee for not getting a COVID-19 shot or submit to COVID 19 testing. If an employer does so, they are inviting a wrongful dismissal claim.

Therefore, I hereby notify you that I will hold you personally liable for any harm I may suffer, financial injury and/or loss of my personal income and my ability to provide food and shelter for myself or my family if you use coercion, force or discriminate against me based on my decision not to participate in COVID-19 experimental treatments or COVID-19 testing of any kind, not limited to rapid testing, internal swabbing, blood tests and injections.

I require a true copy of this notice be placed into my employee file and with the union.

Regards,

John Doe

John Doe

The foregoing document was acknowledged before me

this 5th day of September, 2021.

M. Notary

Notary Public

Sign the letter using your 'regular' autograph (since YOU wrote it)

NOTE: The qualified signature should be only signature of yours on that page!

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent

Notice of Signature Amendment

I have amended my signature, as is my right, to that shown below and I require this to be kept in my personnel file. It should be applied to all documents, agreements and contracts signed by me regarding the government, and any and all of its agents.

WITHOUT PREJUDICE

John Doe

John Doe

Sign the Notice of Amendment with a QUALIFIED signature

This foregoing document was acknowledged before me, this ___ day of _____, 2021.

By: *M. Notary*

Notary Public

SAMPLE

Why? The signature is being notarized. If there are 2 signatures on the page, which one does the Notarizing refer to?

Extra info: Contract vs Agreement

- Contract:
  - Requires 2 or more signatures
  - There must be a meeting of the minds on the elements of the contract
  - If there are any changes, both parties must agree. It cannot be changed unilaterally (but this is what is happening now)

- Agreement:
  - Requires only YOUR signature
  - You can change/update it whenever you want, no ‘meeting of the minds’ is needed
  - This is where you qualify it!