

BARTER AGREEMENT
for
AMERI COIN

This Agreement (the "Agreement") is made effective as of November 8, 2022, for good and valuable consideration by and between DIGITAL Asset Depository Trust (the "Offeror") and as the Trustee for AMERI METRO INFRASTRUCTURE CRYPTOCURRENCY, INC. (the "Token Developer") of 2575 EASTERN BLVD STE 105, YORK, PA, Pennsylvania 17402 (the "Trustee") and (your Name _____ or Entity Here) (the "Offeree") who jointly agree to be bound by the following terms and conditions when bartering goods and/or services as outlined below (the "Bartered Goods "AMERI COIN AMIC") and shall heretofore be known collectively as (the "Parties").

Offeror offers the following goods for barter: As fully described herein as "AMERI COIN AMIC"

In exchange, Offeree offers the following goods for barter:

Description: \$ _____ US Dollars for each Consumptive Use Tokens known as AMERI COIN AMIC developed pursuant to state of Wyoming USA law known as W.S.34-29-106 (c) (g) (ii) (g) (v). Each token is priced @ \$ _____ for a total number of _____ Block chain tokens.

1. The Parties to this Agreement hereby expressly agree that this agreement is being entered into by and between the Parties herein doe the express purpose of the exchange of US Dollars for Consumptive Use Tokens and the delivery or exchange of the Bartered Goods (legal tender block chain token) is to be made on or before the date of _____ 2022, provided however that said exchange shall not occur prior to receipt of payment for each token via bank wire (see attached instructions).

1. Offeror and Offeree each represent to the other that they shall deliver and exchange the Bartered Goods on the date and time as provided above.

2. Each Party expressly represents that they are freely and legally entering into this Agreement and shall hereby abide by its terms and conditions, as set forth herein.

3. The Parties to this Agreement hereby expressly agree that all exchanges are final and are non-recourse.

4. The Parties to this Agreement hereby expressly represent that neither Party is entering into this Agreement as an investment or having made a promise to the other Party of profitability, either in the present or in the future.

5. Offeror expressly, unconditionally and irrevocably guarantees to the Offeree that the value of their legal tender, whether US Dollars or the legal tender block chain token as stated in this Agreement, shall be Bartered at market value herein and hereinafter.

6. Offeree expressly, unconditionally and irrevocably guarantees to the Offeror that the value of their legal tender, whether US Dollars or the legal tender block chain token as stated in this Agreement, shall be Bartered at market value herein and hereinafter.

7. All block chain tokens herein and hereinafter are and shall be hereinafter developed pursuant to state of State of Wyoming Statute W.S.34-29-106 (c) (g) (ii) (g) (v).
8. Each Party agrees to adhere to the price of the Bartered Goods, as set by and agreed to by and between the Parties to this Agreement, at time of Barter Exchange. Each Party further and expressly represents to the best of their knowledge that the pricing for their Bartered Goods represents the market value, as privately negotiated by and between the Parties at the time of the Barter Exchange.
9. Each Party represents and warrants that (i) the Bartered Goods they have offered for barter can legally be sold by them and their assigned agents or dealers; (ii) they have full power to enter into this Agreement; (iii) that each Party also represents and warrants that, to the best of their knowledge, their Bartered Goods do not infringe upon any statutory copyright or upon any common law rights, proprietary rights or any other rights whatsoever and (iv) that their Bartered Goods are free and clear of all encumbrances.
10. Each Party to this Agreement expressly represents and warrants to the best of their knowledge that the information included in this Agreement is true and correct.
11. Each Party to this Agreement expressly agrees to adhere to the delivery schedule as set by and between the Parties and each Party hereby further agrees to deliver the Bartered Goods in the condition as set forth above.
12. The Parties hereby expressly agree to cooperate with one another and to execute and deliver, or cause to be executed and delivered, to the other such additional instruments of conveyance and transfer and evidence of assumption as such other Party may reasonably request or as may be otherwise necessary or desirable to carry out the purposes of this Agreement.
13. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other party.
14. If a trust, corporation, partnership, or other entity, the undersigned signatory for such entity hereby expressly represents: (i) that entity is duly organized and validly existing under the laws of the state of formation; (ii) the signatory for that entity is duly authorized and empowered by that entity to enter into this Agreement; (iii) the entity was not organized exclusively for the purpose of entering into this Agreement and has an independent reason for existence beyond the purposes of this Agreement; (iv) has duly authorized the signatory hereto to enter into this Agreement as a binding obligation of the undersigned and of that entity; and (v) will, upon request of counsel to the Company, furnish evidence of the representations and warranties of this subparagraph, including certified copies of the certificate (articles) of incorporation, articles of (limited) partnership, or other creating or implementing documents.
15. This Agreement shall not be amended or modified without the prior, written consent of the Parties herein.

16. Any notice or other communication under this Agreement shall be in writing and shall be deemed to have been given when personally delivered or by recognized overnight courier or transmitted by facsimile, or three (3) days after the date by registered or certified mail, postage prepaid, to the Parties at their addresses referred to on Schedule B or as given by the respective Parties to the others in accordance with this Agreement.

17. The covenants and agreements contained herein shall be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, executors, administrators, successors and assigns.

18. The Parties herein expressly agree that any and all confidential and/or proprietary information disclosed or made available by either Party ("Discloser") to the other Party, ("Recipient"), shall be hereinafter known as the Confidential Information thereto.

19. The Parties further and expressly agree that the Confidential Information shall include, but shall not be limited to, (a) business plans, financial reports, financial data, employee data, customer lists, forecasts, strategies, and all other business information; and (b) software or firmware code, semiconductor or printed circuit board layout diagrams, product designs and/or specifications, algorithms, computer programs, mask works, inventions, unpublished patent applications, manufacturing or other technical or scientific know-how, specifications, technical drawings, diagrams, schematics, technology, processes, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity.

20. Confidential Information shall further include, without limitation, all research, essential ideas and principles procedures or techniques of either Party, software, databases, trade secrets, sales and marketing information, operations material and memoranda, client and investor lists and information, portfolio, trading, research, pricing or financial information concerning or relating to the business, employees, and affairs of either Party and/or any of their Affiliates, and contact persons and other information maintained by either Party and/or its Affiliates, obtained by or furnished, disclosed or disseminated by one Party to the other Party.

21. Confidential Information shall not include any of the foregoing to the extent the same can be shown by written documentation by a Party to be lawfully available to the public through no breach of this Agreement.

22. A Party may disclose the Confidential Information as required in a legal or regulatory proceeding to the minimum extent so required and only after providing the other Party with the opportunity to contest such disclosure.

23. The Confidential Information shall not be used by either Party to this Agreement for purposes other than for use in connection with the purposes, terms and conditions of this Agreement.
24. Neither Party shall at any time publish or otherwise transmit any disparaging or defamatory statements, whether written or oral, of the other Party or of or any of their Affiliates, employees, products, operations, procedures, policies or services. This Section in no way restricts or prevents a Party from providing truthful testimony concerning SRMI as required by court order or other legal process.
25. Either Party may opt to terminate this Agreement or the underlying barter arrangement, within five (5) calendar days after sending the bank wire to the other Party, provided, however, that the terminating party shall compensate the non-terminating party up to 5% of transaction amount for any goods and/or services provided to date of termination notice. Such notice shall be sent by certified USA mail.
26. Each party shall indemnify, defend and hold harmless the other, its officers, trustees, agents, assigns, and employees, from and against any and all claims, demands, suits, losses, liabilities and costs, including attorneys' fees, arising out of any alleged breach of the foregoing warranties or any alleged violations of this Agreement's terms and conditions.
27. Each Party to this Agreement hereby expressly agrees that this Agreement shall be covered under Pennsylvania law, with both jurisdiction and venue to occur in the City and County of York, Pennsylvania therein.
28. Each Party to this Agreement hereby expressly agrees that any disagreement of any kind that cannot be settled by and between the Parties, shall be submitted to binding arbitration in the State of Pennsylvania, County of York thereto, in accordance with the rules of arbitration in the State of Florida and of the American Arbitration Association.
29. Each provision of this Operating Agreement shall be considered severable and if for any reason any provision or provisions of this Agreement, or the application of such provision to any Person or circumstance, shall be held invalid or unenforceable in any jurisdiction, such provision or provisions shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof, or the application of the affected provision to Persons or circumstances other than those to which it was held invalid or unenforceable, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
30. This Agreement shall commence on the date of signing and execution of this Agreement by the Parties, which shall be known hereinafter as the Effective Date of this Agreement.
31. This Agreement shall constitute the entire understanding of the Parties hereof, shall supersede all prior agreements, understandings, negotiations, representations, and statements,

whether oral, written, implied or expressed, relating to such subject matter and cannot be changed, modified and/or terminated without the express, written and mutual consent of the Parties.

32. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement.

33. It is hereby agreed that both an electronically mailed (email) copy as well as a facsimile copy of this Agreement shall be valid, binding, legal and enforceable as if it were an original.

34. Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

35. Each Party to this Agreement acknowledges that they have carefully read and considered all the terms and conditions of this Agreement and has not relied upon any other inducements, agreements, promises or representations of the other Party herein, other than upon the terms and conditions specifically set forth in this Agreement.

36. Each Party to this Agreement has had an opportunity to consult with independent counsel with respect to the execution of this Agreement and has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining hereto as it deems necessary.

37. The Parties hereto shall, at any time and from time-to-time hereafter, upon the reasonable request of any other Party, take such further action and execute, acknowledge and deliver all such instruments of further assurance as necessary to carry out the provisions, terms and conditions of this Agreement.

This Agreement is effective as of the date first above written.

The parties have caused this Agreement to be duly executed.

AMERI METRO INFRASTRUCTURE CRYPTOCURRENCY, INC. (the “Token Developer”)

By: _____ Date: _____
SHAH M MATHIAS, CEO

DIGITAL Asset Depository Trust ((the “Offeror”) and as the Trustee)

By: _____ Date: _____
Trustee

Individual (NAME) OR Entity (NAME)(the “Offeree”)

By: _____ Date: _____