



USD  
MINT

# Memorandum of Understanding

This MOU by and between USD Mint Inc. a Hawaii Corp of 2010 EIN 27-3152021 by Richard OBryan (Mint) and DINEC (Rep) Manuel Angel Hernández Rojas on 13 November, 2022.

This Memorandum of Understanding (MOU) sets the terms & understanding between Mint & Rep for Rep to Introduce FIs (Central Banks, Banks, Telecoms) interested in Co-Operating USD Mint.

**Background:** Rep knows FIs that may provide Compliant Accts, Custody, Control, Convert, Cards for USD from USD Mint on local and global financial networks incl API links per CBDC guidance.

**Purpose:** The Goal is for Rep to help Mint "link" to FIs that register USD in Custody for "live" use. The "link" is when FI connect, the "live" goal is when FIs register USD in their Custody to spend.

**FIs:** Rep will identify FIs (Financial Institutions ie Central Banks) that want to Link and go Live with USD from Mint shown on their Accounts, in their Custody and Control for use as Money.

FIs will have Admin Access over Accts on Mint and matching "Mirror" Accts on Their Ledgers as Hybrid Retail Central Bank Digital Currency CBDC per IMF, BIS #948 global structure guidance.

**FI Clients:** Rep will identify FIs incl Nation and Principal Contacts and Mint will Accept or Mint will discuss with Rep if prior activity or other parties are involved with the FI now or in the past. Accepted FIs receive mutually agreed on fees. Rep also receives fees created or collected by Mint. Rep Fees include 1% "Bounty" for Central Banks (once) at National Level Issue +0.1% of Activity Rep Fees continue for as long as a Central Bank uses USD from USD Mint as National Currency.

Activity Fees are 0.1% of USD Issued and 0.1% per transfer or spend or per convert to another fiat, for example \$100 issued, spent 8 times, converted to another fiat has 10 fees for 1% = \$1 per \$100 to Rep acct at Mint in USD issued by Mint (Not from Users). Mint creates, credits Rep at each activity

**Values:** If a Govt Approves or has No Objection, then Mint may issue UBI Universal Basic Income ie \$100 Monthly / Person = \$100M Monthly for 1M, +CBDC Digital M0/M1 up to 5x ie \$ in Billions.

**Independent Contractor:** Rep is an Independent Contractor paying all of their costs and expenses. Independent Contractor Agreement attached as part of this MOU, with a Mutual Non-Disclosure.

**Right to Use:** Rep has No right to use USD Mint or USD IP to create Digital USD for use Except at [usdmint.com](https://usdmint.com) within limits that are mutually agreed to in a unique setup with terms, rules, value.

**Duration:** This MOA is Confidential, at will, and may be modified by mutual consent by the parties This MOA shall become effective upon signature by the authorized parties and remain in effect until modified or terminated by mutual consent. Each Client will have an Agreement incl the Rep. In the absence of mutual agreement by the parties, this MOA shall end on December 31, 2025.

This MOA shall be governed by the laws of the state of Hawaii including mandatory arbitration.



signature of Richard OBryan of USD Mint

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signature of Manuel Hernández Rojas

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phone +593-99-336-0441





## INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the "**Agreement**") is made and entered into as of Nov. 13, 2022 (the "**Effective Date**") between USD Mint Inc (the "**Company**") a Hawaii Corp, and Manuel Hernández Rojas or other entity as they may specify with W-9 form ("**Contractor**") (collectively "**Parties**")

The Company requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and The Parties therefore agree as follows:

### 1.0. Term and Termination.

1.1. This Agreement takes effect immediately as of the Effective Date and remains in full force and effect until the Contractor has completed the Services (the "**Term**") unless this Agreement is terminated earlier under this Section 1, and the Term includes any and all prior work and compensation.

1.2. This Agreement may be terminated Without cause by thirty (30) days' prior written notice by either party, or with cause immediately upon material breach of any item of this Agreement by either of the parties, included the Terms and Conditions for use of [www.USDMint.com](http://www.USDMint.com) as amended and provided on the website for all users. If Terminated then Fees Earned Continue. A 30 Day Cure Period applies to try to resolve issues.

### 2.0. Contractor Services.

2.1. During the Term, the Company may engage the Contractor to provide the following services as needed (the "**Services**"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable): to "Link" USD Mint to Financial Institutions to provide Compliant Accounts, Custody, Control, Convert, Cards and to go "Live" with use in commerce with USD from USD Mint as Fungible Convertible Currency.

2.2. The Contractor shall provide the necessary equipment to perform the Services. If the Contractor has obtained employees or agents (the "**Contractor Personnel**"), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel. Contractor will be responsible for any Fees to Third Parties he retains.

2.3 As a result of providing the Services, the Contractor or Contractor Personnel may create certain work product (the "**Work Product**") including introductory material, reports and details provided by Contractor to Company.

2.4. The Contractor shall promptly notify the Company of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement. The Contractor agrees to keep all Company information, plans, strategies Confidential and Not disclose to any third parties, and agrees Not to Compete during or After this Agreement. A Mutual Non-Disclosure is Attached.

2.5. The work performed by the Contractor shall be performed at the following rate: \$1,000 USD Daily in Private USD from USD Mint, by recurring payment to Contractor's specified account on [USDMint.com](http://USDMint.com) with W-9 and 1099-M to be provided if required and No taxes withheld. Success Fees and Bonus Values shall be determined separately in writing as appropriate for each Business Agreement signed. Mutually Agreeable Fees, Royalties, Income for Contractor from Each "Link" and go "Live" will be determined for each based on unique aspects of each such as Brand, Bank, Central Bank, Platform etc. (fees vary, est 0.1% per \$ action).

2.6. The Company shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor. The Contractor alone is solely responsible for all their taxes and other legal requirements. The Contractor has stated that a Business (Inc or LLC) and/or Non-Profit may be involved and will inform The Company as appropriate.



### 3.0. Independent Contractor Status.

3.1. The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of Company. Nothing in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other relationship.

3.2. The Contractor may Not act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner. The Contractor Introduces and Communicates until an Agreement is set.

3.3. The Contractor will Not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company.

### 4.0. Ownership.

4.1. The Parties intend that, to the extent the Work Product or a portion of the Work Product qualifies as a "work made for hire," within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. § 101), it will be so deemed a work made for hire. If the Work Product or any portion of the Work Product does not qualify as work made for hire, and/or as otherwise necessary to ensure the Company's complete ownership of all rights, titles and interest in the Work Product, the Contractor shall transfer and assign to the Company all rights, titles and interests throughout the world in and to any and all Work Product. This transfer and assignment include but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise use the Work Product in any way the Company sees fit.

5.0. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

6.0. **Indemnification.** The Contractor shall indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

### 7.0. Confidential Information.

7.1 Contractor on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind, agrees to hold and treat all confidential information of the Company, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the Contractor should reasonably know is confidential ("**Confidential Information**") as Confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature, and Contractor will Not retain any copies of Company info in digital or written form after this Agreement is Terminated.

7.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the Contractor on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

### 8.0. Conflicts of Interest; Non-Hire Provision.

The Contractor represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation,





or trade secret in which he or she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company, so long as the other party is Not a competitor. For a period of Five Years following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within five years of such employment or engagement.

**8.1 Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

**9.0. Liability.** EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

**10.0. Disclaimer of Warranty.** THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER IAN BE UNINTERRUPTED OR ERROR-FREE.

#### **11.0 Miscellaneous Provisions.**

**11.1.** This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

**11.2.** This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

**11.3.** If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.







11.4. This Agreement shall not be assigned by either party without the express consent of the other party.

11.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

11.6. This Agreement is governed by and construed in accordance with the laws of the State of Hawaii without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Hawaii. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF HAWAII.

The Parties are signing this Agreement on the date stated in the introductory clause.



signature of Richard O'Bryan of USD Mint  
[richard.obryan@usdmint.com](mailto:richard.obryan@usdmint.com)  
+1-413-628-1056

signature of Manuel Hernández R.  
email [dinec2020@gmail.com](mailto:dinec2020@gmail.com)  
phone +593-99-336-0441





## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") made this 16 February 2022 by and between USD Mint Inc, a Hawaii Corp, address at PO Box 1272, Kailua-Kona, Hawaii 96745 ("Mint"), along with Manuel Angel Hernández Rojas ("Rep").

WHEREAS Mint and Rep wish to discuss certain Confidential Info concerning their respective products or services in connection with a possible business agreement; and WHEREAS each of the Parties desires to protect any Confidential Information from unauthorized disclosure or misappropriation.

NOW, THEREFORE, the parties hereto agree to protect Confidential Information disclosed both prior to and after the execution of this Agreement as follows:

### CONFIDENTIALITY AND NON-DISCLOSURE.

For the purposes of this Agreement, "Confidential Info" shall include all non-public info of or relating to Mint or to Rep which the parties or their respective representatives may reveal, communicate, transmit in any form or permit to be known to the other party, including but not limited to any of the following: Mint products and services and strategies, and future or planned products or services, strategies, FI's products and services and strategies, and future or planned products or services, strategies

Confidential Info shall be inclusive of all the foregoing, whether or not a party indicates in its disclosure that such info is confidential or proprietary by nature, and whether or not such info is obviously confidential or proprietary by nature.

As used in this Agreement, the term "Representative" and "Rep" means any Person, and all controlled affiliates and respective directors, officers, employees, agents, advisors (including, without limitation, financial advisors, attorneys and accountants).

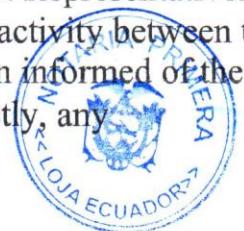
As used in this Agreement, the term "Person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, or other entity or individual.

Confidential Info shall not include any information of a party that:

- (i) is already known by the receiving party at the time of its disclosure provided that the source of such info was not bound by a confidentiality agreement, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party or any other party with respect to such information;
- (ii) is or hereafter becomes generally available to the public through no act or failure to act on the part of the receiving party;
- (iii) is disclosed to the receiving party on a non-confidential basis by a third party having no obligation to the disclosing party to refrain from so doing;
- (iv) the receiving party can demonstrate by written record was independently developed by persons who did not have access to the Confidential Information; or
- (v) is required to be disclosed by order of a court of competent jurisdiction or by ruling of a governmental, regulatory or administrative body.

All Confidential Info in whatever form including, without limitation, info in computer software or held in electronic storage media, shall be and remain the property of the disclosing party, as the case may be. All such Confidential Info shall be returned to the respective disclosing party promptly upon written request and shall not be retained in any form by the receiving party.

Neither party shall (i) disclose any Confidential Info to any Person, except Representatives who are actively and directly participating in discussions about potential activity between the parties who have a need to know the Confidential Info and who have been informed of the obligations under the terms of this Agreement, (ii) use, directly or indirectly, any





Confidential Info for any purpose other than in connection with evaluating potential activity in a manner that is approved by both parties. Each party shall be responsible for any breach of the terms of this Agreement by such party or representatives.

Each party shall use not less than the same degree of care to avoid disclosure of Confidential Info as such party uses for its own confidential info of like importance and, at a Minimum, shall exercise reasonable care. Notwithstanding the foregoing, Confidential Information may be disclosed only if lawfully required to be disclosed pursuant to subpoena or other legal process. Prior to making such disclosure, the party obligated to make such disclosure shall promptly give written notice of the intent to disclose to the party which furnished the Confidential Info in order to facilitate such party in seeking an appropriate protective order or other remedy.

The parties shall consult with respect to either taking steps to resist or narrow the scope of any such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement. In any event, the party making such disclosure will use reasonable efforts consistent with applicable law to ensure that all Confidential Information to be disclosed will be accorded Confidential Treatment.

In the event that either party shall breach any of the provisions of this agreement, or in the event that any such breach is threatened or a breach occurs or is threatened by a third party, that each party agrees that: (a) it will provide the other with prompt notice of such breach or threat and its scope; (b) it agrees to indemnify the other against all losses, damages, claims or expenses, including reasonable attorney's fees, incurred or suffered by the non-breaching party as a result of any breach of this Agreement.

#### TERM AND TERMINATION

This Agreement shall expire three (3) years after the last receipt of Confidential Info by a party, unless extended by a separate written Agreement of the parties. However, the confidentiality, notice of breach and indemnity requirements herein shall survive expiration and or termination.

In the event that either party, in its sole discretion, requests, or a business agreement between the parties is not consummated, each party (including its Representatives) will promptly deliver to the original disclosing party all Confidential Info of the disclosing party, including, without limitation, all copies, reproductions, summaries, analyses or extracts thereof.

#### ENFORCEMENT.

Each of the parties hereby acknowledges that in the event of a breach, the non-breaching party will suffer irreparable harm and will be without an adequate remedy at law. Each of the parties therefore agrees that in the event of any such breach hereof it will provide prompt written notice of the breach or required disclosure, the non-breaching party may elect to institute and prosecute proceedings in any court of competent jurisdiction to enforce specific performance or to enjoin the continuing breach hereof without the requirement of posting any bond or security or proving any special damages. By seeking or obtaining such relief, the non-breaching party will not be precluded from seeking or obtaining any other relief to which it may be entitled.

If a party is entitled to relief (including any injunctive relief) as a result of claims alleging a breach of the terms of this Agreement by the other party, then in addition to any other relief granted, the breaching party shall pay the reasonable legal fees and disbursements incurred by the non-breaching party.

NON-SOLICITATION. During discussions or negotiations between the parties, and for any activity and during the term of this Agreement and for the period of sixty (60) months



thereafter, neither party shall, directly or indirectly, (i) solicit or divert business from the other party or assist any Person in doing so or attempting to do so, (ii) cause any Person to refrain from dealing or doing business with the other party or assist any Person in doing so or attempting to do so, or (iii) solicit, divert, recruit or encourage the departure from employment of any employee, consultant or advisor of the other party.

#### MISCELLANEOUS.

The failure of any party at any time to require performance by another party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Each party acknowledges that neither party has made any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Info made available by the other party.

Each party agrees that, except as set forth in a definitive agreement executed by the parties, neither party shall have any liability to the other party relating to or resulting from the use of such other party's Confidential Information or any errors therein or omissions therefrom.

Only those representations or warranties made in a definitive agreement, when and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

Each party acknowledges and agrees that other than with respect to the matters specifically set forth herein, no contract or agreement providing for any activity between the Parties shall be deemed to exist between the parties unless and until a definitive agreement has been executed and delivered. The parties further agree that each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party with regard to any activity between the parties, and to terminate discussions or negotiations at any time.

This Agreement shall inure to the benefit of and be binding upon both the Parties and their respective affiliates, successors and assigns, including any successor to either Party.

The provisions of this Agreement shall be deemed severable and if any portion shall be held to be invalid for any reason, the remainder shall not be deemed invalid but shall remain in full force and effect. This Agreement is to be governed by and construed according to the laws of the State of Hawaii. Each party consents to the exclusive jurisdiction and venue of Hawaii for matters arising under this Agreement.

This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof and supersedes any previous written or oral understandings or agreements.

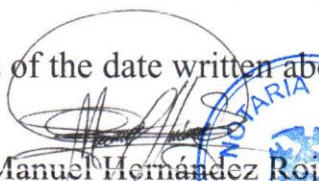
Neither Party shall be obligated to enter into any business or contractual relationship unless and until a written agreement satisfactory to both parties is executed by both parties.

No change, addition to or modification of any portion of this Agreement shall be valid or binding upon either party unless in writing and signed by both parties.

This Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns. Notwithstanding the foregoing, this Agreement may not be assigned by either Party without the other's prior written consent which shall not be unreasonably withheld.

In Witness Whereof the parties have executed this Agreement as of the date written above

  
signature of Richard O'Bryan of USD Mint Inc  
Richard.OBryan@USDMinf.com  
+1-413-628-1056

  
signature of Manuel Hernández Rojas  
Email [dinec2020@gmail.com](mailto:dinec2020@gmail.com)  
Phone +593-99-336-0441







Factura: 001-010-000035113



20241101001C00639

**CERTIFICACIÓN DE DOCUMENTOS MATERIALIZADOS DESDE PÁGINA WEB O DE CUALQUIER SOPORTE ELECTRÓNICO N° 20241101001C00639**

RAZÓN: De conformidad al Art. 18 numeral 5 de la Ley Notarial doy fe que el documento que antecede en 5 foja(s) útil(es) fue materializado a petición del señor (a) SEGUNDO EMILIO GONZALES ORTEGA, de la página web y/o soporte electrónico, <https://dinec2020.com/mint-docs/> el día de hoy 21 DE FEBRERO DEL 2024, a las 17:19, todo lo cual certifico amparado en las atribuciones que me otorga la Ley Notarial. Para constancia, copia física del documento materializado queda archivado en el libro de Certificaciones. SE PROCEDE A MATERIALIZAR EL PRESENTE DOCUMENTO "AUTORIZACIÓN Y CONTRATO DE REPRESENTACIÓN USDMINT ECUADOR" LUEGO DE VISUALIZARLO EN LA PÁGINA WEB DINEC Y QUE SE ENCUENTRA EN ARCHIVO PDF. DESCARGABLE. La veracidad de su contenido y el uso adecuado del(los) documento(s) certificado(s) es (son) de responsabilidad exclusiva de la(s) persona(s) que lo(s) utiliza(n).

LOJA, a 21 DE FEBRERO DEL 2024, (17:19).

  
NOTARIO(A) GINA MARGOTH CALVA TAPIA  
NOTARIA PRIMERA DEL CANTÓN LOJA

