**THIS BITCOIN PURCHASE AND SALE AGREEMENT** is made this day of November the 14TH 2020

by and between:

**xxxxxxx,** registered number xxxxxxxxx, represented by Mr. xxxxxxxxxx, having address at xxxxxxxxxxxxxxxxxxxxxx (hereinafter, referred to as the “Buyer”);

and

**xxxxxxx,** registered number xxxxxxxxx, represented by Mr. xxxxxxxxxx, having address at xxxxxxxxxxxxxxxxxxxxxx(hereinafter, referred to as the “Seller”);

(each a “Party” and collectively the “Parties”)

**WHEREAS**,the Seller wishes to sell to the Buyer xxxxx (eight thousand five hundred ninety-nine) Bitcoins with R&E with a gross discount of **7%** and net discount of **5%** of the current market value (as displayed on blockchain.info) (hereinafter, referred to as the “Assets”); The discount and fee will be paid by the seller

**WHEREAS**,the Buyerwishes to purchase from the Seller the Assets totalling the price of Nine Hundred Million Usd/euro agreed by Buyer and Seller (hereinafter, referred to as the “Purchase Price”);

**NOW, THEREFORE**, in consideration of the promises hereinafter made by the Parties hereto, it is agreed as follows: The Contract

**THE CONTRACT:**

**Amount: 100,000 BTC**

**First Tranche: 5000 BTC**

The Contract between the Seller and the Buyer, signed by the SELLER, is sent to the BUYER to approval and signature.

**1. The commission**

The Seller agrees to pay to the intermediaries a commission (the “Commission”) amounting to **2**% of the actual value of the Assets. For the purpose of this Agreement, the term “Purchase Price” refers to the sum of the Assets which the Buyer will pay to the Seller for buying Bitcoins.

**2. The sale of the Assets Procedure**

1. Buyer and seller sign agreement

2. Buyer provide atv address to seller /bank statement of account to seller.

3. Seller bank issue performance bond covering the 5000btc first tranche copy of bond letter to buyer/buyer bank.

3. Buyer bank verify the performance bond and transfer 5000btc usd/euro cash equivelant to seller bank account (issuer of performance bond).

4. Seller confirms the funds with his bank and credit the buyer wallet with 5000 btc , buyer confirm the coin via blockchain 6 times confirmation. And notify all parties.

5. Seller bank revoke the performance bank and pay all brokers and discount to buyer by btc/fiat

6. Next tranche continue until contract exhuasted

7. The commission must be paid to the agents under the imfpa.

8. For additional tranches steps 1 - 7 will be repeated until the total volume is settled.

9. Upon completion of the transaction, both parties sign the affidavit of successful settlement.

**3. Representations and warranties of the Seller, the Buyer**

3.1 The Seller hereby represents and warrants that:

(i) the Seller owns the Assets; and

(ii) the Seller has all requisite power and authority to execute, deliver, and perform this Agreement and to sell the Assets to the Buyer.

3.2 The Buyer hereby represents and warrants that:

(i) the Buyer had an opportunity to ask questions and receive answers from the Seller regarding the terms and conditions of the purchase of the Assets;

(ii) the Buyer is aware of and has an understanding of the speculative and volatile nature of bitcoin prices; and

(iii) the Buyer has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of the purchase of the Assets; and

(iv) the Buyer has all requisite power and authority to execute, deliver, and perform this Agreement and to buy the Assets from the Seller.

**4. Non-performance**

Non-performance by seller:

* 1. If the seller fails to transfer the bitcoins to the wallet of the buyer within 24 hours (twenty four hours) after confirmation of the SWIFT MT103 has been received at the seller’s bank, this agreement will become Null and Void.
	2. If the seller does not execute this agreement as described under Clause 2.5., 2.7. or 2.9. it shall immediately, without any further action or formality being required, become liable to the buyer for an immediately due and payable penalty of **3%** of contractual value (**X** percent = **XXX** BTC) and without prejudice to the right of the buyer to claim damages in addition if there is one.

Non performance by buyer:

* 1. If the buyer fails to transfer the funds to the seller’s bank account within 24 hours (twenty four hours) after receipt of the performance bond this agreement will become null and void and buyer shall pay the whole amount of the PB issued by seller bank
	2. If the buyer does not execute this agreement as described under Clause 2.6., 2.8. or 2.10. it shall immediately, without any further action or formality being required, become liable to the seller for an immediately due and payable penalty of **3%** (**X** percent = **XXX** BTC) and without prejudice to the right of the buyer to claim damages in addition if there is one.

**5. Confidentiality**

5.1 To the extent authorized by the law, the Parties may wish, from time to time, in connection with this Agreement, to disclose Confidential Information to each other. For the purposes of this Agreement, the term “Confidential Information” refers to information which is marked in writing by the disclosing Party as being confidential. Each Party will use reasonable efforts to prevent the disclosure of any of the other Parties’ Confidential Information to third parties during the validity of this Agreement and for a period of five (5) years after the termination of this Agreement, provided that the recipient Party’s obligation must not apply to information that:

5.1.1 is not disclosed in writing;

5.1.2 is not marked as confidential in writing;

5.1.3 is already in the recipient Party’s possession at the time of disclosure thereof;

5.1.4 is or later becomes part of the public domain through no fault of the recipient Party;

5.1.5 is received from a third party having no obligations of confidentiality to the disclosing Party;

5.1.6 is independently developed by the recipient Party; or

5.1.7 is required by law or regulation to be disclosed.

5.2 Each Party may disclose the Confidential Information to those of its officers, employees, legal and professional advisors who have agreed with that Party in writing to comply with the confidentiality obligations of that Party under this Agreement.

5.3 Section 4 must survive the expiration or the termination of this Agreement for any reason.

**6. Term and termination**

6.1 The term of this Agreement shall commence on the Effective Date and shall continue until both of the following two events occur:

(i) the Assets are transferred by the Seller to the Buyer; and

(ii) the Buyer pays the Purchase Price to the Seller.

6.2 The termination of this Agreement shall not impair any rights or remedies of any Party accrued prior to the termination of this Agreement.

**7. Miscellaneous**

7.1 **Governing law.** This Agreement shall be governed by and construed under the laws of England, the United Kingdom.

7.2 **Disputes.** The Parties agree to submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of London, England, the United Kingdom.

7.3 **Notices.** Any notice or communication required or permitted hereunder shall be in writing.

7.3.1 Notices and communications to the buyer shall be sent to the following email address:

7.3.2 Notices and communications to the seller shall be sent to the following email address:

7.4 **Counterparts.** This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5 **Assignment.** Either Party may transfer or assign any part of this Agreement only after receiving the prior written consent of the other two Parties.

7.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

7.7 **Binding effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the Parties.

7.8 **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

7.9 **Waiver.** A failure of a Party to enforce strictly a provision of this Agreement must in no event be considered a waiver of any part of such provision. No waiver by a Party of any breach or default by another Party must operate as a waiver of any succeeding breach or other default or breach by such other Party. No waiver must have any effect unless it is specific, irrevocable and in writing.

**ANNEX A**

**INFORMATION ABOUT TRANCHES AND WALLETS**

* THE TRANCHE SCHEDULE (ALL AMOUNTS BELOW ARE IN USD/EURO)

TRANCHE SCHEDULE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **WEEK** | **TRANCHES** | **AMOUNT** **BITCOIN** **FOR USD** | **AMOUNT****USD****TO BE TRANSFERRED** | **AMOUNT****BITCOIN** **TO BE TRANSFERRED** |
| 1st | 1 | 5,000.00 |  |  |
| 1 | 3,750.00 |  |  |
| 2nd | 1 | 3,750.00 |  |  |
|  | ….. |  |  |
|  | ….. |  |  |
| **Xt**h | ….. | ….. |  |  |
| ….. | ….. |  |  |
| …… | ….. |  |  |
| TOTAL | **3** | **108,599.99** |  |  |

(Example – can be changed)

BUYER’S WALLET ADDRESSES TO RECEIVE BITCOINS:

WALLET ADDRESS **xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

SELLER’S TRANSACTION WALLET ADDRESS TO SEND BITCOINS:

Wallet address **xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

**ANNEX B**

**INFORMATION ABOUT THE PARTIES TO THE TRANSACTION**

**BUYER’S COORDINATES**

|  |  |
| --- | --- |
| COMPANY NAME:  |  |
| COMPANY ADRESS: |  |
| COMPANY REG. №: |  |
| REPRESENTED BY:  |  |
| PASSPORT №: |  |
| PLACE OF ISSUE (COUNTRY): |  |
| PASSPORT OF ISSUE DATA: |  |
| PASSPORT EXPIRY DATE: |  |
| BUYER EMAIL |  |
| BUYER TELEPHONE |  |
| BUYER MANDATE  |  |
| BUYER MANDATE EMAIL |  |
| BUYER MANDATE TEL |  |
| BANK NAME: |  |
| BANK ADDRESS: |  |
| SWIFT:  |  |
| ACCOUNT NUMBER: |  |
| IBAN ACCOUNT NUMBER: |  |
| ACCOUNT NAME: |  |
| BANK OFFICER: |  |
| BANK OFFICER TEL/FAX: |  |
| BANK E-MAIL: |  |

**BUYER - PASSPORT COPY**

**BUYER - CERTIFICATE OF INCORPORATION**

**SELLER’S COORDINATES**

|  |  |
| --- | --- |
| COMPANY NAME:  |  |
| COMPANY ADRESS: |  |
| COMPANY REG. №: |  |
| REPRESENTED BY:  |  |
| PASSPORT №: |  |
| PLACE OF ISSUE (COUNTRY): |  |
| PASSPORT OF ISSUE DATA: |  |
| PASSPORT EXPIRY DATE: |  |
| SELLER EMAIL ADDRESS |  |
| SELLER TELEPHONE |  |
| SELLER MANDATE  |  |
| SELLER MANDATE EMAIL |  |
| SELLER MANDATE TELEPHONE |  |
| BANK NAME: |  |
| BANK ADDRESS: |  |
| SWIFT:  |  |
| ACCOUNT NUMBER: |  |
| ACCOUNT NAME: |  |
| BANK OFFICER: |  |
| BANK OFFICER TEL/FAX: |  |
| BANK E-MAIL: |  |

**SELLER – PASSPORT**

**SELLER - CERTIFICATE OF INCORPORATION**

**FEE PROTECTION AGREEMENT**

**BUYER’S AGENT COMMISSION 1% OF THE TOTAL TRANCHE**

|  |  |
| --- | --- |
| Bank name: |  |
| Bank address: |  |
| Account name: |  |
| Account : |  |
| SWIFT CODE: |  |
|  |  |
| WALLET ADDRESS |  |

**SELLER’S AGENT COMMISSION 1% OF THE TOTAL TRANCHE**

|  |  |
| --- | --- |
| Bank name: |  |
| Bank address: |  |
| Account name: |  |
| Account : |  |
| SWIFT CODE: |  |
|  |  |
| WALLET ADDRESS |  |

The Parties to this Agreement executed this Agreement on the Effective Date.

**SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **FOR AND ON BEHALF OF SELLER:** | **FOR AND ON BEHALF OF BUYER:**  |
|  Company: « xxxxx »Represented by: Mr. xxPassport No: Place of Issue: Issue Date: Expire Date: SIGNATURE:SEAL July 2TH, 2020 | Company: : SIGNATURE:SEAL July 2TH, 2020 |

**“ACCEPTED AND AGREED WITHOUT CHANGE”**
 **(Electronic signature is valid and accepted as hand signature)**
 **EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)**

**1. EDT (Electronic document transmissions)** shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: Incorporate **U.S. Public Law 106-229,** ‘‘Electronic Signatures in Global & National Commerce Act’’ or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)

**2. ELECTRONIC COMMERCE AGREEMENT** **(ECE/TRADE/257, Geneva, May 2000)** adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

**3. EDT documents shall be subject to** **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

Required message “The remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of funds sent to us.”

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E N D O F D O C U M E N T\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**