

Cryptocurrency Purchase Agreement

Prepared for:

Nesrine Louati

necomapny

Created by:

Omar Marouen

omcompany

This Cryptocurrency Purchase Agreement ("Agreement") took effect on (5/26/2022) (the "Effective Date") by and between Omar Marouen ("Seller") and Nesrine Louati ("Buyer").

WHEREAS, the Seller owns certain cryptocurrency (the "Cryptocurrency"); and

WHEREAS, the Buyer desires to purchase the Cryptocurrency from the Seller;

NOW, THEREFORE, by accepting the conditions outlined in this agreement, both parties are aware of the valuable consideration presented. The mutual covenants and agreements serve as the foundation for the shared understanding and commitment of both parties:

1. Purchase and Sale of Cryptocurrency

1.1 This Agreement obligates the Seller to sell, transfer, convey, and deliver the cryptocurrency indicated to the Buyer under the conditions and provisions stated within. The Buyer agrees to purchase and gain from the Seller the cryptocurrency.

2. Orders

2.1 During the term of this Agreement and during Normal Market Conditions and pursuant to the defined Threshold herein, the Buyer may submit an Order electronically to Seller on any given Trade Date

2.2 Upon receipt of the Order, Seller will electronically deliver details concerning the status of the Order and any relevant information (the "Confirmation" or "Confirmations").

2.3 With regards to filled Orders, the Confirmation(s) to the Buyer will include the applicable cryptocurrency pair, side of market, Transaction Price, Transaction Time, and Fill Quantity, at which point the Order will be deemed to be agreed upon and become binding on both Parties at the time sent ("Completed Orders").

3. Settlement

3.1 On each Trade Date, at 3 PM , Seller will provide a report through email communication that identifies a summary of all Completed Orders and the Total Net Amount, in either cryptocurrency or cash, required to settle such Completed Orders (referred to herein as the

"Settlement Summary"). Unless otherwise agreed, within one (1) hour of receiving the Settlement

Summary from Seller (the "Buyer Settlement Window"), Buyer shall initiate the transfer of the cryptocurrency or cash, as applicable, to Seller's wallet or bank account, as applicable, as provided

by Seller. Such cryptocurrency or cash shall be delivered as promptly as reasonably possible. The delivery will be complete once:

1. In the case of cryptocurrency, the transaction is verified by the relevant number of confirmations from the blockchain for the applicable cryptocurrency as reasonably determined

by Seller, and the assets are available to Seller in its designated digital wallet or;

2. In the case of cash, the cash is available to the Seller in its designated bank account.

3.2 Notwithstanding Section 3.1 and subject to Seller's approval, Buyer may elect to settle its Completed Orders prior to the time identified in Section 3.1 above by contacting Seller Operations at

Omar.marouen@gmail.com. The delivery will be complete once:

1. In the case of cryptocurrency, the transaction is verified by the relevant number of confirmations from the blockchain for the applicable cryptocurrency as reasonably determined

by Seller, and the assets are available to Seller in its designated digital wallet or;

2. In the case of cash, the cash is available to the Seller in its designated bank account. Any settled Completed Orders will be appropriately reflected in the Settlement Summary.

3.3 Should the Buyer fail to initiate the transfer of the cryptocurrency or cash within the Buyer

Settlement Window and pursuant to Section 3.1, then the Buyer shall be assessed an "Additional

Settlement Payment" on an ongoing, daily basis. For the avoidance of doubt, the Additional Settlement Payment will be assessed immediately after the end of the Buyer Settlement Window and

thereafter on the twenty-four (24) hour anniversary of the end of the Buyer Settlement Window.

3.4 Following the delivery in accordance with Section 3.1, Seller shall initiate the transfer of cryptocurrency or cash, as applicable, to Buyer's wallet or bank account, as applicable, as provided

by Buyer. Buyer acknowledges that Seller's delivery may be delayed to any digital wallets or bank

accounts that have not been pre-cleared by Seller in advance. Once Seller's delivery is complete, the

Completed Order is finally and irrevocably settled.

3.5 If a Party (a "defaulting Party") fails to settle the relevant Completed Order in accordance with Sections 3.1, 3.2, and 3.3 above, disavows or repudiates any Completed Order or becomes insolvent or files for or enters bankruptcy or receivership proceedings as the debtor, then the other Party (the "non-defaulting Party") may liquidate, close-out, cancel and/or terminate all Transactions (but not less than all). Any proceeds obtained from the liquidation of Transactions shall be applied to the discharge of the defaulting Party's obligations to the non-defaulting Party.

In lieu of liquidating one or more positions, the non-defaulting Party may elect to reasonably determine in good faith its total losses and costs (or gains, in which case expressed as a negative number) in connection with such Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of the non-defaulting Party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing of any covering transaction, hedge or related trading position (or any gain resulting from any of them) and calculate amounts owed by the defaulting Party by taking into account such determination.

The non-defaulting Party may also set off, net, and recoup any obligations (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation) to the defaulting Party against any obligations (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation) to the non-defaulting Party.

4. Term

4.1 In the event a Completed Order(s) is not settled within the Buyer Settlement Window, Seller shall have the right to terminate such Completed Order(s) at Seller's sole discretion.

4.2 Seller shall have the right to determine if an Order was initiated during Normal Market Conditions and may terminate such Purchase Order in Seller's sole discretion.

4.3 In the event a Threshold is exceeded, Seller shall have the right to amend the Transaction Price of an Order or terminate such Order at the Seller's sole discretion.

4.4 This Agreement shall remain in effect until terminated in writing by either Party; however, any termination shall not affect the Parties' obligations with respect to any completed Orders entered into prior to such termination.

5. Errors

5.1 Errors may sometimes occur, and such errors may impact the result of a given transaction. Seller reserves the right to reasonably determine whether an incorrect price results in an erroneous transaction. Erroneous transactions include but are not limited to:

(i) Transaction Prices that are significantly different than prevailing market prices at the Transaction Time; and

(ii) Transaction Prices resulting from executions where the Seller's bid was greater than its offer at the same Transaction Time. Seller shall notify the Buyer within twenty-four (24) hours from the time of the corresponding Confirmation if an erroneous transaction is identified. Seller, within its sole discretion, may reasonably declare the transaction null and void, or both Parties may agree to modify the transaction.

5.2 Should a Buyer identify an erroneous transaction, the Buyer must notify the Seller of such error within twenty-four (24) hours from the time of the corresponding Confirmation. Seller, within its sole discretion, may determine whether an erroneous transaction occurred and may declare the transaction null and void, or both Parties may agree to modify the transaction.

5.3 Seller will immediately notify Buyer via email to Nesrine.louati@gmail.com in the event of any system failure, data feed error, interruption, delay, or other circumstance resulting in the inability to provide accurate pricing. After such email communication has been sent by the Seller, the Buyer agrees that the Seller will not be required to honor Transaction Price terms for any Completed Orders and that any resulting transaction is null and void. Seller will communicate to Buyer once the issue is resolved and will resume honoring Transaction Prices thereafter.

6. Representations and Warranties

6.1 Seller represents and warrants to Buyer, as of the date hereof and on each Settlement Date:

A. Seller is a limited partnership duly organized, validly existing, and in good standing under the laws of the United States . Seller has all necessary limited liability company power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this Agreement, the performance by Seller of its obligations hereunder, and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Seller.

B. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution, and delivery by Buyer), this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.

C. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will conflict with, violate, or constitute a default under (i) any of Seller's organizational documents, (ii) any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Seller is subject or by which any of its assets or properties are bound, or (iii) any agreement, debt or other instrument to which Seller is a party or by which any of its assets or properties are bound.

D. Neither Seller, nor any Person who controls Seller or any Person for whom Seller is acting as an agent or nominee, as applicable (1) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC from time to time; (2) is a Foreign Shell Bank; or (3) resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction.

E. With respect to any Buyer Purchased Cryptocurrency that Seller sells, transfers, and delivers to Buyer in any Purchase Order, Seller is the lawful owner of such Buyer Purchased Cryptocurrency with good and marketable title thereto, free and clear of any and all Liens, and Seller has the

absolute right to sell, assign, convey, transfer and deliver such Buyer Purchased Cryptocurrency.

Upon consummation of such purchase, Buyer will be vested with good and valid title to such Buyer Purchased Cryptocurrency free and clear of any and all Liens.

F. Seller is the lawful owner of each Seller Wallet and has a good title thereto. Each Seller Wallet

is owned and operated solely for the benefit of Seller, and no Person other than Seller has any right, title, or interest in any Seller Wallet.

G. Seller agrees, understands and acknowledges that (i) Buyer engages in the bilateral purchase

and sale of cryptocurrencies, including any such transaction contemplated by this Agreement,

solely on a proprietary basis for investment purposes for its own account; (ii) if Buyer transacts

with the Seller it does so solely on a bilateral basis; and (iii) Buyer is not providing and will not

provide any fiduciary, advisory, exchange or other similar services with respect to Seller, any person related to or affiliated with Seller, or any transaction subject to this Agreement.

Seller further agrees, represents and warrants that (x) Seller is solely responsible for any decision

to enter into a transaction subject to this Agreement, including the evaluation of any and all risks

related to any such transaction; and (y) in entering into any such transaction, Seller has not relied

on any statement or other representation of Buyer other than as expressly set forth herein.

H. Seller represents (which representations will be deemed to be repeated by it at all times until

termination of this Agreement) that it is an "eligible contract participant" as defined in Section 1a(18) of the Commodity Exchange Act, as amended.

6.2 Buyer hereby represents and warrants to Seller, as of the date hereof and on each Settlement

Date:

A. Buyer is a Corporation duly organized, validly existing, and in good standing under the laws of

(Enter Buyer's Location). Buyer has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by

Buyer of its obligations hereunder, and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of

Buyer.

B. This Agreement has been duly executed and delivered by Buyer and (assuming due authorization, execution, and delivery by Seller), this Agreement constitutes a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.

C. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby does or will conflict with, violate, or constitute a default under (i) any of Buyer's organizational documents, (ii) any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Buyer is subject or by which any of its assets or properties are bound, or (iii) under any agreement, debt or other instrument to which Buyer is a party or by which any of its assets or properties are bound.

D. Neither Buyer, nor any Person who controls Buyer or any Person for whom Buyer is acting as an agent or nominee, as applicable (i) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC from time to time; (ii) is a Foreign Shell Bank; or (iii) resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction.

E. With respect to any Seller Purchased Cryptocurrency, Buyer sells, transfers, and delivers to Seller in any Purchase Order, Buyer is the lawful owner of such Seller Purchased Cryptocurrency with good and marketable title thereto, free and clear of any and all Liens and Buyer has the absolute right to sell, assign, convey, transfer and deliver such Seller Purchased Cryptocurrency. Upon consummation of such purchase, Seller will be vested with good and valid title to such Seller Purchased Cryptocurrency, which is free and clear of any and all Liens.

F. Buyer is the lawful owner of each Buyer Wallet and has good title thereto. Each Buyer Wallet is owned and operated solely for the benefit of Buyer, and no Person other than Buyer has any right, title, or interest in any Buyer Wallet.

G. Buyer agrees, understands, and acknowledges that (i) Seller engages in the bilateral purchase and sale of cryptocurrencies, including any such transaction contemplated by this Agreement, solely on a proprietary basis for investment purposes for its own account; (ii) if Seller transacts with Buyer it does so solely on a bilateral basis; and (iii) Seller is not providing and will not provide any fiduciary, advisory, exchange or other similar services with respect to Buyer, any person related to or affiliated with Buyer or any transaction subject to this Agreement.

Buyer further agrees, represents, and warrants that (x) Buyer is solely responsible for any decision to enter into a transaction subject to this Agreement, including the evaluation of any and all risks related to any such transaction; and (y) in entering into any such transaction, Buyer has not relied on any statement or other representation of Seller other than as expressly set forth herein.

H. Buyer represents (which representations will be deemed to be repeated by it at all times until termination of this Agreement) that it is an "eligible contract participant" as defined in Section 1a(18) of the Commodity Exchange Act, as amended.

7. Indemnification

7.1 The Seller must shield, safeguard, and hold harmless the Buyer, its administrators, workers, and agents. This encompasses all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) connected with or stemming from:

- a. Any violation of the Seller's assurances and guarantees stated in this Agreement;
- b. Any claim that the Cryptocurrency infringes any intellectual property rights of any third party;
and
- c. Any claim arising out of or relating to the Cryptocurrency.

7.2 It is the Buyer's duty to recompense, secure, and absolve the Seller, its officers, directors, employees, and agents from any risk. This will cover any incurred losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees). This indemnification covers any violations of the Buyer's representations and warranties outlined in this Agreement.

8. Governing Law

8.1 This Agreement will be subject to the laws of the State of Italy. There will be no effect on any choice of law or conflict of law provisions.

9. Entire Agreement

9.1 This Agreement makes up the entire agreement between the parties regarding the subject hereof. This takes precedence over all other negotiations, agreements, and understandings between the parties.

IN WITNESS WHEREOF, as of the date mentioned above, the involved parties have executed this agreement for the purchase of cryptocurrency.

[Buyer.Company]

[Seller.Company]

Signature

Signature

05/ 26/ 2022

6/ 01/2022

Omar Marouen

Nesrine Louati

