**Pre-Sales Agreement**

**Proof of coin then Proof of funds**

Whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Buyer”) has expressed an good faith intention to buy bitcoin and whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Seller”) has expressed an good faith intention to sell bitcoin, the Buyer and the Seller agree to the following:

**Warranties and Representations**

The Seller warranties and represents:

* that they reasonably believe that they can procure \_\_\_\_\_\_\_\_\_\_\_\_ BTC for delivery to the Buyer

The Buyer warranties and represents:

* that they reasonably believe that they are able to deliver to the Seller, fiat currency in the form of US or Hong Kong dollar in the amount necessary to purchase the BTC to be delivered by the seller.

Both parties warranty and represent that the funds and bitcoin at the time of delivery shall be free and clear of liens and obligations and to third parties, and that the funds and bitcoin are to the best of knowledge of the parties in the exchange are not the proceeds of criminal or terrorist activity as defined by the laws of Hong Kong.

The warranties and representations in this agreement shall exist until superseded by a final sale and purchase agreement or at the end of one calendar month following the date of the agreement. In the event that either the Buyer or the Seller believes that the warranties and representations in this agreement are no longer valid, they shall without delay inform the other party.

**Proof of coin and proof of funds to be exchanged**

As soon as reasonable possible, the seller shall provide the buyer with proof of coin. Upon receipt of proof of coin, the buyer shall provide the seller with proof of funds.

The proof of funds shall consist of one or more bank statements or printouts of account records with all personal and identifying information, such as account name, account address, and account numbers, removed with a total balance exceeding \_\_\_\_\_\_\_\_\_\_\_ to be used for the purchase of bitcoin. The account statements provided do not need to be those of the Buyer, provided that the Buyer has a reasonable belief that the funds will be available to the Buyer for the purpose of purchasing bitcoin.

The proof of coin shall consist of the transmission of a nominal amount of bitcoin from a wallet containing no less than \_\_\_\_\_\_\_\_\_\_ bitcoin to a wallet address provided by the Buyer to the Seller. The wallet address provided by a Buyer shall be a blank unused wallet under the control of the Buyer.

**Confidentiality and Non-disclosure**

The parties agree that any information exchanged as part of this agreement remain strictly confidential, and that the information shall be used only for the furtherance of a sale of bitcoin between the parties.

**Choice of Law and Venue**

This agreement shall be interpreted according to the laws of Hong Kong. In the event of a dispute, the parties agree to submit the dispute to binding arbitration by the Hong Kong International Arbitration Center, and that the prevailing party shall be entitled to reasonable legal fees.

Buyer signature:

Date:

Buyer contact information:

Seller signature

Date:

Seller contact information: