***LOI - Letter of Intention***

***TO DELIVER BITCOIN (BTC) - CASHIER’S ORDER***

*To: Ellen Pace aka Bella Pace*

*Date: July 2, 2018*

*This Letter of Intent (“LOI”) constitutes an expression of Buyer’s interest in purchasing Bitcoin (“BTC”) in an amount and frequency described below from Seller (each a “Party” and collectively the “Parties”), on the following general terms and conditions. This LOI will also serve as the basis for the intent of the transactions in this LOI, all future BTC transactions, or other transactions, between the Parties and the structure of the formal Sales and Purchase Agreement (“SPA”), which SPA shall describe the complete terms and conditions of all ongoing and future Seller-Purchaser relationships.*

# ***TRANSACTION TERMS - CASHIER’S CHECK ONLY***

* *To transact on July \_\_\_\_, 2018 contingent upon successful completion of all transactional due diligence, paperwork and acceptance of seller’s terms.*
* *BTC Volume: \_\_\_\_\_\_\_\_\_BTC*
* ***Purchase Price: \_\_\_% discounted net to buyer***
* *Market price taken from* [*www.blockchain.info*](http://www.blockchain.info/)
* *Face to face in Hong Kong is available per appointment.*

***PROCEDURES***

***1 - Video conference meeting to discuss details and confirm there is a match between parties.***

***2- MOU SIGNED BY the BUYER***

***3- CONTRACT AGREED and SIGNED by BUYER and SELLER.***

***4- Face to face meeting to transact only, NOT TO NEGOTIATE TERMS.***

***5- Buyer reserve VIP room at his bank:***

* ***Seller representative meet at buyer’s bank with the buyer,***
* ***NO SATOSHI TEST***

***6- Cashier order is issued by buyer in front of Seller’s Representative or just verified by bank oficial.***

***7- Cashier order is left on the table, Seller’s Representative take a picture send to the Seller.***

***8- Cashier order stay on the table. Seller send btc, after 6 confirmations on blockchain, buyer receives the btc.***

***9- Seller representative takes cashier order depart.***

***10- Further tranches, schedule other day to repeat steps 4-10.***

***Note: Cashier’s order must be U$5 Million per check.***

***12 Cashier’s Order MAXIMUM per day. 60 Million Max per day ( USD)***

***本票交易 Cashier Order Deal  
  
前期準備 Preparation   
1 - 買賣双方视频会议，讨论细节并确认各方之间的配合。  
2 - 买方签署的谅解备忘录  
3-买方和卖方同意并签署的合同  
  
當天交易 Day of transaction   
4-面对面的会议只进行交易，而不会再谈判条款  
5-买家在他的银行预订贵宾室  
卖方代表在买方银行与买方会面，  
没有SATOSHI测试  
6-卖方代表面前購買现金本票時，或由银行職員验证  
7-本票留在桌面上，卖方代表将照片发送给卖方的打币的人  
8-本票留在桌面上。卖方打币。在blockchain 6次確認后，买方確認收到币。  
9-卖方代表拿著本票离开。  
10-进一步的交易，安排日期，重复步骤4-9。  
  
注意 Note  
11-本票每张一定是500万美元。  
12-每天最多12张，共6000万美元***

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Buyer (Print Name)** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Seller's Mandate (Print Name)** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Buyer Signature** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Seller's Mandate Signature** |

***MOU - Memorandum of Understanding***

***TO DELIVER BITCOIN (BTC) - CASHIER’S ORDER***

*This Memorandum of Understanding is intended to establish the terms procedures for the purchase of BITCOIN, to be transacted between* ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (BUYER),*** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SELLER'S MANDATE).**

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***Questions (MUST BE ANSWERED TO EXPEDITE THE SALES PURCHASE AGREEMENT)***

1)Buyer Corporation details:

a)What is buyer’s nature of business? (Important for the Sales Purchase Agreement)

- Example: Textile trading / Electronics Manufacturing / Trading / Commodities / Investments.

Buyer's response: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) *Buyer’s Bank and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*c) Corporation Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Corporation Registration number: \_\_\_\_\_\_\_\_\_\_\_*

*2) Buyer’s BTC Wallet Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*3)Please give 3 dates and 3 slot times for preferred transaction meeting:*

1. *Date:\_\_\_\_\_\_\_\_\_\_\_Time:\_\_\_\_\_\_\_ Time;\_\_\_\_\_\_\_ Time:\_\_\_\_\_\_\_\_*
2. *Date:\_\_\_\_\_\_\_\_\_\_\_Time:\_\_\_\_\_\_\_ Time:\_\_\_\_\_\_\_ Time:\_\_\_\_\_\_\_\_*
3. *Date:\_\_\_\_\_\_\_\_\_\_\_Time:\_\_\_\_\_\_\_ Time:\_\_\_\_\_\_\_ Time:\_\_\_\_\_\_\_\_*

4) TRANCHE SCHEDULE (DAILY)

***Note: Cashier’s order must be U$5 Million per check.***

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1st TRANCHE of $ 5 millions USD with quantity of Cashier Orders = \_\_\_\_

2nd TRANCHE of $ 5 millions USD with quantity of Cashier Orders = \_\_\_\_

3rd TRANCHE of $ 5 millions USD with quantity of Cashier Orders = \_\_\_\_

4th TRANCHE of $ 5 millions USD with quantity of Cashier Orders = \_\_\_\_

And following TRANCHES of $ 5 millions USD with Number of Cashier Order = \_\_\_\_

5) Provide COPY OF BUYER’S PASSPORT, send to Seller’s mandate email.

Note: *Both parties agree and accept to proceed with entering the Sales Purchase Agreement once parties are satisfactory with all agreed due diligence conducted.*

***WE CONFIRM THAT THERE ARE NO LIENS OR ENCUMBRANCES ON THESE FUNDS. WE ALSO CONFIRM THAT THESE FUNDS ARE LEGALLY EARNED, OF NON-CRIMINAL ORIGIN AND ARE FREELY AVAILABLE UPON INSTRUCTION OF THE BENEFICIARY. THIS UNCONDITIONAL, IRREVOCABLE, ASSIGNABLE, TRANSFERABLE, IS VALID FOR IMMEDIATELY PAYMENT, ON THE DAY OF TRANSACTION.***

***TERMS OF ACCEPTANCE***

***- It is my fully understanding that the seller representative who is meeting with me at the bank is there only to transact, he doesn’t have the power to renegotiate any terms of the Sales Purchase Agreement***

***- It is my fully understanding that after Sales Purchase Agreement is signed and the meeting at the bank is set up, it is my obligation to perform the transaction of the agreement as it was agreed.***

***- It is my fully understanding that I have to be on time, and that the Cashier's Order issued by my corporation have to be on place, with no delays***

***- It is my fully understanding that I have to respect the terms in the Sales Purchase Agreement and confidentiality also the non disclosure agreement.***

***- No exchange of contacts shall be part of the negotiation with any other representatives.***

***Buyer initials:\_\_\_\_\_\_\_***

**NON-CIRCUMVENTION**

1. Each party agrees that they will not make any contact with, deal with, contract with or be involved with any individuals, introduced by the other Signatory or Consultants, without specific permission from the party that introduced them to that Party.

2. Each Signatory agrees to keep confidential the identity of and all contacts so provided by any other signatories or Consultants.

3. The parties hereto agree that all commissions or fees as agreed by the parties shall be paid in full at the end of every transaction (tranche).

4. The parties hereto affirm that in every case they will act with the highest standards of ethics and honesty in all their dealings. This MOU along with the Sales Purchase Agreement shall be respected and honored at all times, unless otherwise mutually agreed. The Buyer agrees that he/she will not act in any way to circumvent the Consultants named herein in order to avoid the payment of commissions duly owed hereunder.

5. Each of the above parties agrees and understands that any overt or covert action of circumvention prescribed by this agreement shall be construed as a fraudulent act against the other party and will be subject to judicial action, for damages, possible punitive damages and injunctive relief allowed by the legal process.

The terms above are understood and has been agreed by the undersigned on the date **July \_\_\_ 2018:**

***Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Name:***

***Title:***

***Passport number/Country:***

***Seller Mandate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Passport number/Country:***