THIS **AGREEMENT i**s made this day of April 2018 (the “Effective Date”), by

|  |  |
| --- | --- |
| COMPANY NAME |  |
| ADDRESS COMPANY |  |
| REPRESENTED BY |  |
| PASSPORT NO: |  |
| COUNTRY OF ISSUE: |  |
| ISSUE DATE: |  |
| EXPIRATION DATE: |  |

Represented in this act by and here in after referred to as the **the Seller**

And between

|  |  |
| --- | --- |
| COMPANY NAME |  |
| ADDRESS COMPANY |  |
| REPRESENTED BY |  |
| PASSPORT NO: |  |
| COUNTRY OF ISSUE: |  |
| ISSUE DATE: |  |
| EXPIRATION DATE: |  |

Represented in this act by and hereinafter referred to as the **the Buyer**

**RECITALS:**

**WHEREAS,** subject to the terms and conditions hereof, the seller is a company very known in the financial field and it sells bitcoins;

**WHEREAS,** subject to the terms and conditions hereof, the buyer wants to buy bitcoins

**NOW, THEREFORE,** in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including without limitation, the mutual consent of the parties hereto, the seller and buyer hereby agree as follows:

1 **Objet:** the seller sells to the buyer an amount of N° 320,000 (Three Hundred and Twenty Thousand) of bitcoins with Rolls and Extensions, with first tranche of 50,000 (Fifty Thousand) of bitcoins as trial, followed by different quantities of bitcoins every week/month and according to the annex “B”.

2. **Procedure**: The procedure is made law firm to law firm and respective banks. The seller confirms the sales of bitcoins by sending **88.888 SATOSHI** to the following wallet address **3Pco7qDWDv4PJPwyggAjt764q8cswhWv9a** as proof of coins and proof of wallet accessibility. The parties sign the agreement.

The buyer opens an escrow account through [www.huettelaw.ch](http://www.huettelaw.ch) , in which to put the amount of the operation and the NCDA/ IMPFA that will be filled for the distribution of commissions. In fact for an operation type bank to bank the seller will give 10 % of discount respect to the fixing of the day and 5 % of commissions: 2,5% buyer side (closed) and 2,5 % seller side (Annex “A”).

So the seller transfers the bitcoins in the buyer’s and Intermediaries wallet (buyer side). At that moment the bank can unlock the sum to pay the bitcoins to the seller and also the intermediaries according to the annex “A”.

3. **Payments**. a) The buyer opens an escrow account, in which to put the amount of the operation to the seller and also the intermediaries according to the annex “A”, b) where the seller transfers the bitcoins in the buyer wallet, at that moment the bank can unlock the sum to pay the bitcoins to the seller and also the intermediaries according to the annex “A”.

In fact for an operation type bank to bank the seller will give 10 % of discount respect to the fixing of the day and 5 % of commissions: 2,5 buyer side (closed) and 2,5 seller side (Annex “A”).

4. [**Events of Default**](https://www.lawinsider.com/clause/events-of-default)**.** It is further understood that the following defaults shall constitute events of default hereunder and are hereinafter referred to as an “Event of Default” or “Events of Default”: (a) the failure of the buyer to pay any principal amounts within three (3) Business Days of when due hereunder, (b) a material default in the performance of any of the other agreements, conditions, covenants, provisions or stipulations contained herein, (c) any bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the

 relief of debtors or dissolution proceedings shall be instituted by or against the buyer and shall not be dismissed within thirty (30) days of their initiation, or (d) any representation or warranty made herein proves to be untrue in any material respect as of the date of making or deemed making thereof e) the non-receiving of bitcoins from the seller.

5 [**Remedies**](https://www.lawinsider.com/clause/remedies)**.** Upon the occurrence and during the continuation of any Event of Default, the part may exercise all the rights and remedies available, under applicable law.

6 [**Governing Law**](https://www.lawinsider.com/clause/governing-law)**.** This Agreement is governed by the laws of the State of Switzerland and any questions arising hereunder shall be construed or determined in accordance with such law.

7. [**Notices**](https://www.lawinsider.com/clause/notices)**.** Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as a party may designate in accordance herewith), or tele facsimile, to the respective address set forth below:

**SELLER BANK COORDINATES**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NAME** |  |
| **IBAN** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK OFFICER PHONE** |  |

**BUYER BANK COORDINATES**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NAME** |  |
| **IBAN** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK OFFICER PHONE** |  |

 8 [**Modifications**](https://www.lawinsider.com/clause/modifications)**.** All modifications or amendments to this Agreement shall be effective only when reduced to writing and signed by both parties hereto.

9. [**Entire Agreement**](https://www.lawinsider.com/clause/entire-agreement)**.** This Agreement constitutes the entire Agreement among the parties with respect to the subject matter hereof and supersedes any prior negotiations, understandings and agreements.

**ANNEX “A”**

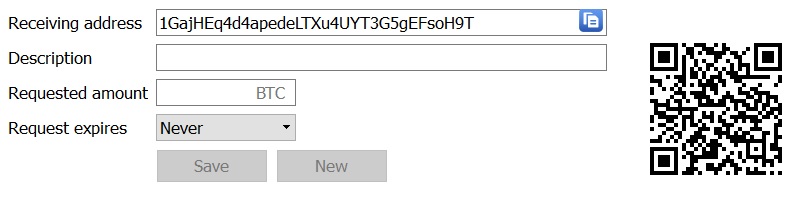
**THE BUYER PAYS CONSULTANTS FEE OF 2,50% (TWO POINT FIVE PERCENT) OF 100% FACE VALUE PER EACH TRANCHE EUR € WITH ROLLS & EXTENSIONS, AS FOLLOW:**

**Paymaster-1: SELLER SIDE X, X0% (XXXXXXX PERCENT) OF 100% FACE VALUE PER EACH TRANCHE EUR € WITH ROLLS & EXTENSIONS.**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NAME** |  |
| **IBAN** |  |
| **SWIFT CODE** |  |

**THE SELLER PAYS CONSULTANTS FEE OF 2,50 % (TWO POINT FIVE PERCENT) OF 100% FACE VALUE PER EACH TRANCHE IN BTC WITH ROLLS & EXTENSIONS, AS FOLLOW:**

**Paymaster-2: BUYER SIDE 2,50% (TWO POINT FIVE PERCENT) OF 100% FACE VALUE PER EACH TRANCHE IN BTC WITH ROLLS & EXTENSIONS.**



**NOTE : BENEFICIARY/PAYMASTER THE ABOVE MENTIONED BENEFICIARY RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES & BTC WALLET ADDRESSES STATED HEREIN AT ANY TIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED.**

ALL SWIFT PAYMENTS MUST INCLUDE THE FOLLOWING INSTRUCTIONS:

**REQUIRED MESSAGE:** “CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS, EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON- TERRORIST ORIGINS, KNOWN BY TRANSACTION CODE: xxxxx "

**(ELECTRONIC DOCUMENT TRANSMISSIONS)**

**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)**

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

**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.**

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed and delivered as of the date first above written.

Signature:

Date: **May 3, 2018**

|  |  |
| --- | --- |
| **AGREED AND ACCEPTED BY: «SELLER»** | **AGREED AND ACCEPTED BY: «BUYER»** |
| Company: | Company: |
| Represented By | Represented By: |
| Passport №: | Passport №: |
| Country Of Issue : | Country Of Issue : |
| Issue Date: | Issue Date: |
| Expiry Date: | Expiry Date: |
| **Signature Name :** | **Signature Name :** |
|  |  |

**ANNEX “A”**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| WEEK | DAY | STEP | BITCOIN QUANTITY | FACE VALUE OF EACH TRANCHE | CUMULTED FACE VALUE OF TRANCHES |
|  |  |  | N° | EURO | EURO |
| 1 | xx/04/2018 | 1 | 50,000 | xx,000,000.00 | xx,000,000.00 |
| 2 | xx/04/2018 | 2 |  | xx,000,000.00 | xx,000,000.00 |
| 3 | xx/04/2018 | 3 |  | xx,000,000.00 | xx,000,000.00 |
| 4 | xx/04/2018 | 4 |  | xx,000,000.00 | xx,000,000.00 |
| 5 | xx/04/2018 | 5 |  | xx,000,000.00 | xx,000,000.00 |
|  |  | TOT | 320,000 | xx,000,000.00 | xx,000,000.00 |