# PRIVATE BUY-SELL BITCOIN AGREEMENT

IS MADE AND ENTERED INTO THIS WEDNESDAY MAY , 2018

### TRANSACTION CODE:

This **PRIVATE BUY – SELL BITCOIN AGREEMENT** is made and entered into this date .

### BY AND BETWEEN

**,** represented by its Authorized Signatory, , holder of Passport Number, , with offices at , TEL. + AND E-mail: @gmail.com, for the purpose of this present agreement, on behalf of all Transaction Parties listed below and hereinafter referred to as Bitcoin Seller,

### AND

**,** represented by its Authorized Signatory, , holder of Passport Number, , with offices at , TEL. + AND E-mail: @gmail.com, for the purpose of this present agreement, on behalf of all Transaction Parties listed below and hereinafter referred to as Bitcoin Buyer,

**Explanatory Statement**

**WHEREAS,** the undersigned wish to enter into this **Agreement** to define certain parameters for future legal obligations and establish a course of dealing between the **Parties**;

**WHERAS,** the **Parties** acknowledge and agree that they are bound by duties of confidentiality, non- disclosure, and non-circumvention with respect to their sources and contacts;

**WHEREAS,** the **Parties** desire to enter into a working business relationship to the mutual and common benefit of the **Parties**;

**WHEREAS,** the **Parties** also agree and confirm that this **Agreement**, which also serves as an Irrevocable Fee Agreement, becomes irrevocable upon execution; and

**NOW THEREFORE,** in consideration of the Explanatory Statement that shall be deemed to be a substantive part of this **Agreement** and the mutual covenants, promises, Agreements, representations and warranties contained in this **Agreement**, the **parties** hereto do hereby covenant, promise, agree, represent and warrant as follows:

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1. **TERM.**

5a.The Bitcoin Seller wishes to sell as first transaction the amount of Bitcoin that are available in his wallet that are free and clear of any liens and encumbrances, rolls and extensions up to or more if necessary.

1. The Bitcoin Buyer wishes to purchase this amount of Bitcoin available and have them transferred to his/her designated wallet.
2. Bitcoin Buyer´s and the Bitcoin Seller's wallet address will be described as follows:

|  |  |  |
| --- | --- | --- |
| **DESCRITION** | **BITCOIN BUYER** | **BITCOIN SELLER** |
| **WALLET ADDRESS** |  |  |
| **TYPE OF WALLET** |  |  |

a.The Bitcoin Wallet addresses described above are an integral part of this contract.

### PROCEDURES:

* 1. Both Parties agree to the following procedures:
  2. The Bitcoin Seller and Bitcoin Buyer will have a Conference Call to agree terms and procedures which are proposed for this transaction.
  3. The Bitcoin Seller sends the Draft Contract (PRIVATE BUY - SELL BITCOIN AGREEMENT with Transaction Code ) to the Bitcoin Buyer, once the Bitcoin Buyer review the contract and propose amendments if necessary, the Bitcoin Buyer returns the contract to the Bitcoin Seller.
  4. Once both parties agree with the terms and conditions stipulated in the contracts, the Bitcoin Buyer sends the signed contract to the Bitcoin Seller to be signed and return the signed contract to the Bitcoin Buyer, (The contracts can be signed digitally and if is required by the parties, it can be physically signed and notarized)
  5. Once the contracts are signed, The Bitcoin Seller will issue Invoice to Bitcoin Buyer to purchase agreed amount of Bitcoin at the current Sell Price as per [www.blockchain.com,](http://www.blockchain.com/) minus agreed discount.
  6. The net discount will be -6(Six Percent) from the blockchain price at the time of the transaction. The gross discount will be 9% with 6% going to the commissions with parties each receiving 1%.

SELLERS BANK COORDINATES

|  |  |
| --- | --- |
| **BANK NAME:** |  |
| **BANK ADDRESS:** |  |
| **ACCOUNT NAME:** |  |
| **IBAN:** |  |
| **SWIFT:** |  |
| **ACCOUNT**  **SIGNATORY:** |  |

* 1. The commission is fixed at 5% to be paid to the intermediaries listed in the IMFPA herein by the Seller within 24 hours of receiving payment, without hinderance, delay, obstruction or objection.
  2. The procedure of the transaction is as follows:
     1. After Contracts are signed, and lodged with respective banks, Bitcoin Seller issues first tranche invoice.
     2. MT103, wire or ledger to ledger, is set up by Bitcoin Buyer and sent to Bitcoin Seller for the invoice amount.
     3. Once the money clears our bank the coins are released.
     4. Bitcoin Buyer will release the 202 provision, or confirm delivery and money is sent to the Bitcoin Sellers bank.
     5. Commissions will be paid as per the IMFPA herein without hinderance, delay, objection or obstruction.
     6. Bitcoin Buyer & Bitcoin Seller will move to the next tranche as agreed and repeat the procedure.

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### TRANSACTION CODE:

1. **NON-PERFORMANCE BY THE BITCOIN SELLER:**

If the Bitcoin Seller fails to transfer the Bitcoins to the wallet of the Buyer within (8) Eight hours after the funds have been verified at the receiving account and the Sale Price has been agreed-upon by both Parties according to the Sale Price at [www.blockchain.com](http://www.blockchain.com/), the account holder will return the funds to the Bitcoin Buyer, less wire transfer fees incurred and this Agreement will become Null and Void.

### NON-SOLICITATION.

The Parties will not in any manner solicit, nor accept any business in any manner from sources or their Affiliates, or assigns, which sources were made available through this **Agreement**, communications by or through the **Parties**, or otherwise through the relationship between the **Parties**, without the express permission of the Party who made available the source.

### CONFIDENTIALITY & NON-DISCLOSURE.

The **Parties** hereto agree to maintain complete confidentiality regarding each other’s business sources and/or their Affiliates and will disclose such business sources only to the **Parties** named above. The **Parties** hereto also agree and acknowledge that such contacts are the exclusive property of the respective party and each party will not enter into any direct negotiations or transactions with such contacts or by using such contacts revealed by the other Party. The specific terms and conditions of this **Agreement** shall be held as a private and privileged and strictly confidential by all **Parties** named herein and by all beneficiaries of the said fees at all times and shall not be disclosed to any third party. The names, identities, bank coordinates and other identifying information of persons or entities that are party to this transaction, contained herein, or learned hereafter, shall be a corporate trade secret that shall not be disseminated other than as provided for herein, or as allowed under applicable law. Any unauthorized disclosure of their private transaction, parties to or other material fact of, shall subject violator(s) to criminal prosecution and under perjury and Glass Steel Act.

### NON-CIRCUMVENTION.

Neither Party (including Affiliates or assigns of such Party) will attempt, directly or indirectly, to contact the other **Parties**’ confidential sources, or contacts, or negotiate with a confidential source or make use of any confidential information of the other Party, except through such other Party or with the express written consent of such other Party as to each such contact. The **Parties** or their Affiliates or assigns shall not contact, deal with, enter into business transactions, or otherwise become involved in any transaction with any bank, trust, lending institutions, **Provider**, source of funds, source of product, corporation, partnership, individual, or other bodies, the names of which have been provided by one of the **Parties** unless written permission has been obtained from the other Party disclosing the same. The **Parties** further agree to not knowingly or negligently disclose information or make use of a third party to circumvent this **Agreement**. Any violation of this **Agreement** shall be deemed an attempt to circumvent such other Party, and the Party so violating this covenant shall be liable for damages in favor of the

circumvented Party.

### COMMISSION STRUCTURE

It is unequivocally agreed that the commission will be 5% (Five Percent) of the transaction amount and shall be split into equal sections of for the following groups: The commissions will be paid as per the IMFPA herein

**MISCELLANEOUS**

### SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS.

All of these representations, warranties, covenants, promises and agreements of the parties contained in this **Agreement** (or in any document delivered or to be delivered pursuant to this Agreement or at or in connection with any transaction contemplated by this **Agreement** or the relationships between the **Parties**) shall survive the execution, acknowledgment, sealing and delivery of this **Agreement** and the consummation of the transactions contemplated hereby.

### REMEDIES.

In the event of circumvention of this **Agreement** by a party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to attorney fees and all legal costs and expenses incurred to recover the lost revenue. The **Parties** hereto further acknowledge that in the event of a breach of this **Agreement**, any claim for monetary damages hereunder may not constitute an adequate remedy, and that it may therefore be necessary for the protection of the **Parties** and to carry out the terms of this **Agreement** to apply for specific performance of the provisions hereof. It is accordingly hereby agreed by all **Parties** that no objection to the form of the action or the relief prayed for in any proceeding for specific performance of this **Agreement** shall be raised by any party, in order that such relief may be expeditiously obtained by an aggrieved party. All **Parties** may proceed to protect and enforce their rights hereunder by a suit in equity, transaction at law or other appropriate proceeding, whether for specific performance or for an injunction against a violation of the terms hereof or in aid of the exercise of any right, power or remedy granted hereunder or by law, equity or statute or otherwise.

No course of dealing and no delay on the part of any party in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice its rights, powers or remedies, and no right, power or remedy conferred hereby shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise. This agreement is valid for any and all transactions between the parties herein and shall be governed by the enforceable law in the English Courts, in the event of dispute, the arbitration laws of England will apply.

# PRIVATE BUY-SELL BITCOIN AGREEMENT

IS MADE AND ENTERED INTO THIS WEDNESDAY MAY , 2018

### TRANSACTION CODE:

**The Parties** hereto irrevocably agree, binding this **Agreement** (Non-Circumvention/Non-Disclosure) and do set their hand affixing their signatures this MAY **, 2018**

**SIGNATURE PAGE**

Read and accepted the conditions of fees agreed, acknowledged and signed by the **Bitcoin Seller**

Read and accepted the conditions of fees agreed, acknowledged and signed by the **Bitcoin Buyer**.

|  |  |  |  |
| --- | --- | --- | --- |
| **BITCOIN SELLER** | | **BITCOIN BUYER** | |
| **I,** the undersigned, acting with full responsibility, hereby irrevocably and unconditionally agree with the terms and conditions established herein. | | **I,** the undersigned, acting with full responsibility, hereby irrevocably and unconditionally agree with the terms and conditions established herein. | |
| **COMPANY** |  | **COMPANY** |  |
| **NAME:** |  | **NAME** |  |
| **DESIGNATION:** |  | **DESIGNATION:** |  |
| **NATIONALITY** |  | **NATIONALITY** |  |
| **PASSPORT:** |  | **PASSPORT:** |  |
| **ISSUE DATE:** |  | **ISSUE DATE:** |  |
| **EXPIRATION**  **DATE :** |  | **EXPIRATION**  **DATE :** |  |
| **DATE:** |  | **DATE:** |  |
| **SIGN / SEAL** |  | **SIGN /SEAL** |  |

## -END SIGNATURE PAGE-

**PRIVATE BUY-SELL BITCOIN AGREEMENT**

IS MADE AND ENTERED INTO THIS WEDNESDAY MAY , 2018

### TRANSACTION CODE:

**BITCOIN SELLER PASSPORT COLOR COPY**

**PRIVATE BUY-SELL BITCOIN AGREEMENT**

IS MADE AND ENTERED INTO THIS WEDNESDAY MAY , 2018

### TRANSACTION CODE:

**BITCOIN BUYER PASSPORT COLOR COPY**

**EDT (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:

1. Incorporate **U.S. Public Law 106-229**, ‘‘Electronic Signatures in Global and National Commerce Act’’ or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and
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.

## -END OF PRIVATE BUY-SELL BITCOIN AGREEMENT-

**PRIVATE BUY-SELL BITCOIN AGREEMENT**

IS MADE AND ENTERED INTO THIS WEDNESDAY MAY , 2018

### TRANSACTION CODE:

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT IMFPA**

**AGREEMENT DESCRIPTION**

|  |  |
| --- | --- |
| **TRANSACTION CODE:** | **BTC/MT103/202/3M/0418/ARG** |
| **TYPE:** | PRIVATE BUY-SELL BITCOIN AGREEMENT |
| **TERM:** | AS AGREED BETWEEN PARTIES WITH ROLLS & EXTENSION |
| **CONTRACT AMOUNT:** | AS AGREED BETWEEN PARTIES WITH ROLLS & EXTENSION |
| **TRANCHE TOTAL AMOUNT DESCRIPTION:** | AS AGREED BETWEEN PARTIES WITH ROLLS & EXTENSION |
| **CURRENCY:** | U.S DOLLARS (USD) |
| **FEE RATE:** | AS AGREED BETWEEN PARTIES , [www.blockchain.com](http://www.blockchain.com/) price minus  agreed discount per invoice including commission of 3% |
| **PAYMENT:** | SWIFT MT - 103/202 |

I,

as **BITCOIN BUYER**, represented by its Authorized Signatory,

, holder of Passport Number ,Do hereby irrevocably guarantee with full personal and corporate responsibility and authority, under penalty of applicable perjury laws, agree to authorize the escrow agent to act as payer to pay this irrevocable master fee protection agreement with an irrevocable corporate payment order which is an integral part of above coded agreement in the total amount of Five percent (5.00%) of the discount of the total face value of each transaction.

Total Five percent (5.00%) of the discount will be commission fees that shall be paid into the below

bank account/s for distribution and which shall include all rolls and extensions.

# PRIVATE BUY-SELL BITCOIN AGREEMENT

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### TRANSACTION CODE:

**BITCOIN BUYER BANK COORDINATES**

|  |  |
| --- | --- |
| **NAME BANK:** |  |
| **BANK ADDRESS:** |  |
| **CITY/COUNTRY:** |  |
| **SWIFT CODE:** |  |
| **ACCOUNT NUMBER:** |  |
| **ACCOUNT NAME:** |  |
| **IBAN NUMBER:** |  |
| **BANK OFFICER 1: OFFICER NAME: CONTACT NUMBER: EMAIL ADDRESS:** |  |

**BITCOIN SELLERS BANK COORDINATES**

|  |  |
| --- | --- |
| **NAME BANK:** |  |
| **BANK ADDRESS:** |  |
| **CITY/COUNTRY:** |  |
| **SWIFT CODE:** |  |
| **ACCOUNT NUMBER:** |  |
| **ACCOUNT NAME:** |  |
| **IBAN NUMBER:** |  |
| **BANK OFFICER 1: OFFICER NAME: CONTACT NUMBER: EMAIL ADDRESS:** |  |

**PRIVATE BUY-SELL BITCOIN AGREEMENT**

IS MADE AND ENTERED INTO THIS WEDNESDAY MAY , 2018

### TRANSACTION CODE:

**INTERMEDIARIES AND BUYER / SELLER, AGENTS** : 5% (Five Percent ) of discount of face value on every invoice, including rolls and extension to be forwarded to:

**BITCOIN BUYER SIDE AGENTS COORDINATES**1**.**

|  |  |
| --- | --- |
| **NAME BANK:** |  |
| **BANK ADDRESS:** |  |
| **CITY/COUNTRY:** |  |
| **SWIFT CODE:** |  |
| **ACCOUNT NUMBER:** |  |
| **ACCOUNT NAME:** |  |
| **IBAN NUMBER:** |  |
| **BANK OFFICER 1:** |  |
| **OFFICER NAME:** |  |
| **CONTACT NUMBER:** |  |
| **EMAIL ADDRESS:** |  |

**BITCOIN SELLER SIDE AGENTS:** 1.0%of discount of total face value including rolls and

|  |  |
| --- | --- |
| **NAME BANK:** |  |
| **BANK ADDRESS:** |  |
| **CITY/COUNTRY:** |  |
| **SWIFT CODE:** |  |
| **ACCOUNT NUMBER:** |  |
| **ACCOUNT NAME:** |  |
| **IBAN NUMBER:** |  |
| **BANK OFFICER 1:** |  |
| **OFFICER NAME:** |  |
| **CONTACT NUMBER:** |  |
| **EMAIL ADDRESS:** |  |

# PRIVATE BUY-SELL BITCOIN AGREEMENT

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### TRANSACTION CODE: BTC/MT103/202/

**CONSULTANTS COORDINATES BITCOIN SELLER SIDE:**

extension

1.0% of discount of total value including rolls and

|  |  |
| --- | --- |
| **NAME BANK:** |  |
| **BANK ADDRESS:** |  |
| **CITY/COUNTRY:** |  |
| **SWIFT CODE:** |  |
| **ACCOUNT NUMBER:** |  |
| **ACCOUNT NAME:** |  |
| **IBAN NUMBER:** |  |
| **BANK OFFICER 1:** |  |
| **OFFICER NAME:** |  |
| **CONTACT NUMBER:** |  |
| **EMAIL ADDRESS:** |  |

# PRIVATE BUY-SELL BITCOIN AGREEMENT

IS MADE AND ENTERED INTO THIS WEDNESDAY MAY , 2018

### TRANSACTION CODE:

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

I,

as **BITCOIN BUYER**, represented by its Authorized Signatory,

, holder of Passport Number, The undersigned ,acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to pay the fees entitled to the beneficiaries listed on this document and as shown in **(IMFPA)**, via Wire transfer, at the time of settlement of each and every tranche of the transaction. This Fee Agreement is our irrevocable pay order to the intermediaries and is and shall remain an intricate part of the contract No.

I,

as **BITCOIN BUYER**, represented by its Authorized Signatory,

, holder of Passport Number, acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to transfer the amount equivalent to **percent (00.00**%) of the total amount of each tranche agreed with Rolls & Extensions to the bank account designated by beneficiary, as mentioned of this Agreement. This pay order shall remain in effect until this transaction, including any renewals, extensions and additions are fully completed.

We confirm that upon the execution of this “Fee Protection Agreement” this document is our Irrevocable Pay order. This Agreement-Pay order shall be lodged in (Receiver Bank) as paymaster and a copy from that bank will be forwarded to you the beneficiaries.

Herein are subject to the international chamber of commerce “icc” and the icc arbitration act as adopted by the icc office in UNITED KINDOM, by three arbitrary appointees in accordance with icc rules. all nc/nd clauses as prescribed by icc rules (latest edition) shall apply to this agreement and payment order. this agreement and irrevocable corporate payment order is irrevocable, divisible, and unconditional, and may be assigned only by the beneficiaries named herein. this agreement and irrevocable corporate payment order may be executed in one or more counterparts, each one shall be deemed an original and all together shall constitute one and the same document.

A signed fax or electronically transmitted copy of this document shall be deemed binding on the “parties” with the force as the signed original. the agreement and irrevocable corporate payment order is valid when commencement of the above-referenced transaction takes place and shall remain valid and enforceable for the full terms of the transaction, including any new agreement between the parties and/or their assigns.

The beneficiaries reserve the right to change the bank coordinates stated herein at any time by providing written request to the payer. upon execution of the agreement and the final agreement and prior to, or simultaneously with the first transaction, we guarantee that this irrevocable master fee protection agreement and irrevocable corporate payment order will be lodged with the payer’s bank.

**ARBITRATION:**

All disputes and questions whatsoever which arises between the parties to this agreement and touching on this agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC.

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other in order to enforce any of the terms of this agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.

### TRANSACTION CODES:

The above stated codes and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those. The transaction code may be amended only by agreement between all parties hereto. This transmission via facsimile will be accepted as an original and I confirm that I have authority to execute this Pay Order.

### This agreement - pay order shall be lodged in our bank and a copy from that bank will be forwarded to all beneficiaries.

**WE AGREE TO THE ABOVE IRREVOCABLE FEE PROTECTION AGREEMENT IN ITS ENTIRETY. SIGNED AT THIS MAY 2018**

**PRIVATE BUY-SELL BITCOIN AGREEMENT**

IS MADE AND ENTERED INTO THIS WEDNESDAY MAY , 2018

### TRANSACTION CODE:

**SIGNATURE PAGE**

|  |  |  |  |
| --- | --- | --- | --- |
| **THE FIRST PARTY - SELLER** | | **THE SECOND PARTY BUYER** | |
| **I,** the undersigned, acting with full responsibility, hereby irrevocably and unconditionally agree with the terms and conditions established herein. | | **I,** the undersigned, acting with full responsibility, hereby irrevocably and unconditionally agree with the terms and conditions established herein. | |
| **COMPANY** |  | **COMPANY** |  |
| **NAME:** |  | **NAME** |  |
| **DESIGNATION:** |  | **DESIGNATION:** |  |
| **NATIONALITY** |  | **NATIONALITY** |  |
| **PASSPORT:** |  | **PASSPORT:** |  |
| **ISSUE DATE:** |  | **ISSUE DATE:** |  |
| **EXPIRATION DATE :** |  | **EXPIRATION DATE :** |  |
| **DATE:** |  | **DATE:** |  |
| **SIGN / SEAL** |  | **SIGN /SEAL** |  |

**END SIGNATURE PAGE AND IMFPA AGREEMENT**

**-END OF DOCUMENT-**