# BITCOIN SALE & PURCHASE AGREEMENT

This **Bitcoin Sale and Purchase Agreement** (“Agreement”) is made on th of April 2018 by and between:

# , including his affiliates (“Seller”)

**– and –**

**, including its affiliates (“Buyer”)**

(collectively, “Parties”).

1. **PREAMBLE**

Seller wishes to sell initially Thousand ( ,000) tokens of Bitcoins to Buyer at a discounted rate of percent ( .00%). The Bitcoin market value will be determined by [www.blockchain.info](http://www.blockchain.info). Seller will accept payment in United States of America Dollars (“USD”) and/or European Euros (“EUR”).

THEREFORE, the Parties mutually agree to the terms of this Agreement:

# DEFINITIONS

In this Agreement, the following terms have the following meanings:

* 1. “Bitcoin” means a unit of distributed electronic currency transferable on the Bitcoins peer- to-peer network or from a cold storage device.
  2. “Bitcoin Core” is the default digital wallet to be installed in the laptop that will hold, validate, and confirm in the Blockchain that the Bitcoins are authentic and resides inside the laptop.
  3. “Cold Storage” means the form in which the Bitcoins will be sold and in real terms is a device normally a laptop that contains the coins on it's hard drive easily accessible to the owner.
  4. “Legacy Bitcoins” are sourced from miners that are stored in Bitcoin Core (cold storage).
  5. “Segwit Bitcoins” are Bitcoins available online in exchanges that uses the Segwit protocol, such as Coinbase, Blockchain.info, Binance, etc.

# TERMS

This section outlines the terms and conditions to execute the exchange of the Bitcoins from Seller’s possession to Buyer’s possession.

# III-A. SELLER RESPONSIBILITY

* 1. Seller confirms that h is selling Thousand ( ,000) Bitcoins to Buyer and has these available legally.
  2. Seller will provide proof that he has in its possession ,000 Bitcoins by sending Buyer a screenshot of the wallet.
  3. Seller confirms that he and his affiliates are willing and able to fly to   
      to execute this transaction.
  4. Seller confirms explicitly that he has legal ownership of the Bitcoins and is no way whatsoever associated with any type of cash or money laundering business, and the Bitcoins have not come into Seller’s ownership by ill-gotten means.
  5. Seller legally commits to selling all Thousand ( ,000) Bitcoins, and Buyer may purchase in tranches that are mutually acceptable to the Parties.
  6. Seller confirms with risk of legal action that the Bitcoins are real and genuine and can be verified at the time of purchase by Buyer.
  7. Seller takes full custody of the hard drive or laptop with the Bitcoins until paid for by Buyer.
  8. Seller will install the cold storage wallet “Bitcoin Core” in Buyer’s laptop.
  9. Seller will install the Teamviewer application for tech support in Buyer’s laptop.
  10. Seller will have its IT partner to have remote access into the laptop via Teamviewer to install the Bitcoin core wallet to verify and confirm the Bitcoins in the wallet.
  11. Seller’s IT partner and an authorized representative from Buyer will have Teamviewer access to the laptop that stores the Bitcoins.
  12. Seller will show to Buyer that the Bitcoins are verified in Bitcoin Core Wallet.
  13. Provided the payment is one hundred percent (100.00%) completed, Seller guarantees to provide full technical support to Buyer until the Bitcoins are taken online.

# III-B. BUYER RESPONSIBILITY

1. Buyer will provide proof of funds to Seller to show their capacity to purchase the number of Bitcoins stated in this Agreement.
2. Buyer confirms that through its own means that it has access to at least Million United States of America Dollars (USD $ ,000.00) to purchase Thousand ( ,000) tokens of Bitcoins.
3. Buyer legally commits to purchase all Thousand ( ,000) Bitcoins from Seller.
4. Buyer agrees to purchase a brand new laptop with Microsoft Windows OS 8 and above that is unopened and will be presented to Seller on the deal table with the following specs:
   * Core i7;
   * Minimum 8 gigs of ram;
   * 2 terabytes of hard drive space.

Buyer also has option to provide their existing laptop if it meets the technical requirements above.

1. Buyer will receive the Bitcoins through the laptop they provide to Seller.
2. Buyer agrees to settle the payment in full after receiving the Bitcoins in their laptop.

# ESCROW

# The Parties appoint as the escrow (“Escrow”) for this matter. Buyer will deposit the Purchase Price into Escrow before Seller transfers the Bitcoins into Buyers’ Bitcoin Core wallet. Upon complete transfer of the Bitcoins, Escrow will release the funds into Seller’s account.

# BUYER’S ADVISORS’ FEES

# Buyer’s Advisors will receive percent ( .00%) of the total Purchase Price as their advisory fees.

# AFTER SALES PROCESS

* 1. On the after sales support to Buyer, Buyer understands that in order to fully sync the Bitcoins in Bitcoin Core, that they will need at least one (1) Gbps (gigabytes per second) stable internet speed to complete the sync.
  2. Buyer understands that the process of syncing is wholly dependent on the stability of their internet connection.
  3. Buyer understands that in order to safely sync the Bitcoins in Bitcoin Core, that they need to have a secured network connection with a dedicated firewall.
  4. Buyer should provide a dedicated IT support to communicate with Seller’s IT support.
  5. Buyer takes full responsibility in syncing the Bitcoin Core application, while having one hundred percent (100.00%) support and access to Seller’s IT partner.
  6. Buyer takes full responsibility of the physical location of the laptop, security of the location where the laptop is placed, and persons having physical or digital access of the laptop.
  7. Buyer is responsible in sending the Bitcoins from their Bitcoin Core application to any Segwit wallet they wish to use.
  8. Buyer understands that sending Legacy Bitcoins to any Segwit wallet will take several hours.
  9. Buyer agrees to shoulder the transfer fee from Bitcoin Core to any Segwit wallet.

# GUARANTEE

Seller guarantees to provide technical support to fully sync the Bitcoin Core application and successfully send the Legacy Bitcoins to Buyer’s Segwit wallet. Provided that all technical specification of the storage of the Bitcoins (laptop), high speed internet, secure network connection, and firewall are in place, Seller guarantees that during the syncing process of the Bitcoin Core, full technical support will be provided by Seller’s IT. And that, if at any instance, the syncing is compromised or the Bitcoins are lost, Seller guarantees to trace, retrieve, and replace one hundred percent (100.00%) of the total purchased Bitcoins.

# PAYMENT PROCEDURE

Payment to Seller will be executed once the Bitcoins have been verified in Bitcoin Core and Buyer receives possession of the Bitcoins.

# NON-PERFORMANCE PENALTY

# Each Party acknowledges and agrees that if a Party defaults (e.g., failure to send Bitcoins or failure to deposit monies with Escrow), the defaulting party will be liable for five percent (5.00%) of the total Purchase Price of this Agreement. Said penalty will be paid to the non-defaulting party, Escrow and Advisors.

# ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter and the email form of this Agreement is considered original.

# COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

# NOTICES

Any notice to be given under this Agreement shall be in writing and shall be delivered personally, sent by air mail post or courier, or transmitted by fax or email to the last known address (or fax number or email address) of the recipient and will be deemed to have been served at the time of delivery or at the time when it would normally have been delivered to the recipient. This Agreement shall be interpreted and construed under the law of England and Wales, and the Parties agree to submit to the exclusive jurisdiction of the courts of the United Kingdom.

This Agreement will be governed exclusively by the laws of England and Wales.

**IN WITNESS WHEREOF**, the Parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the Parties executing this Agreement on their behalf is duly authorized.

Electronically signed copies of this agreement will be considered legally binding.

**SIGNED by BUYER**

By:

**………………………………….**

**SIGNED by SELLER**