This Sales and Purchase Agreement (the “**Agreement**”) is entered into as of this 13TH day of Jan, 2021 BY AND BETWEEN:

The **Seller** of BTC

|  |  |
| --- | --- |
| Company Name |  |
| Address |  |
| Represented By |  |
| Position  |  |
| Passport no. |  |
| Issue Date  |  |
| Expire date |  |
| Email |  |
| Telephone |  |
|  |  |
|  |  |

**Party One**, AND

|  |  |
| --- | --- |
| Company Name |  |
| Address |  |
| Represented By |  |
| Position  |  |
| Passport no. |  |
| Issue Date  |  |
| Expire date |  |
| Email |  |
| Telephone |  |
|  |  |
|  |  |

The **Buyer** of BTC

Each of Party One and Party Two is a “**Party**” and collectively they are the “**Parties**” to this Agreement.

|  |  |
| --- | --- |
| INSTRUMENT  | BITCOIN (BTC) ₿ |
| TYPE OF ASSET  | DIGITAL CRYPTO CURRENCY |
| RECEIVING MODE | BITCOIN WALLETS |
| CONTRACT QUANTITY | 50,000 BTC WITH ROLLS SPOT CLOSING  |
| BTC DISCOUNT  | 7% GROSS, 5% NET  |
| FIRST TRANCHE | 2000 BTC MINIMUM. |
| SUBSEQUENT TRANCHES | 45,000 BTC NEXT DAY, BTC – UNTIL CONTRACT EXHAUSTED. |
| PRICE PER 1 BTC | TO BE CONFIRMED FROM THE DAILY EXCHANGE RATE VIA  |
| CONSULTANT FEES | 3% BUYER SIDE 1% , SELLER SIDE 1% , ESCROW AGENT 1% |
| PAYMENT MODE | BANK TRANSFER VIA DIRECT PAYMENT TO SELLER’S DESIGNATED ACCOUNT  |
|  |  |

**TRUST-ESCROW TO ESCROW PROCEDURE-SELLER NOMINATED ESCROW IS NOT NEGOTIABLE**

1. Buyer and Seller shall sign the Purchase Agreement.
2. Buyer shall show proof of funds for the first tranche via an active recent bank account statement of United States Dollars in cash via screen or email. Seller shall show a screen shot to the buyer via screen or email one of his/her wallets showing available BTC for the tranche.
3. Buyer and Seller shall sign the Escrow Agreement nominated by seller. Buyer and Seller shall forward to the Escrow Agent exact wire information and banking coordinates for the each of the parties and their respective representatives
4. Escrow Agent shall endorse the Escrow Agreement and shall circulate the completed Escrow Agreement to the Seller ,Seller transfer to buyer .
5. Upon execution of the Purchase Agreement and the Escrow Agreement, Buyer shall wire to Escrow Agent the sum of FIFTY MILLION DOLLARS ($50,000,000 USD) to be applied to the purchase of the first tranche of 2000 BTC (“Initial Deposit”).
6. Escrow Agent shall inform both Buyer and Seller receipt of the Initial Deposit.
7. Seller shall initiate placement of the first tranche of the BTC directly into the Buyer’s Wallet. Buyer shall provide its BTC Wallet information upon execution of the Purchase Agreement.
8. Seller shall provide evidence of said deposit of BTC after receipt of confirmation of the Buyer’s funds.
9. Thereafter, Buyer shall confirm receipt of the evidence of the deposit in its Wallet.
10. Upon receipt of the Initial Deposit, Buyer and Seller direct Escrow Agent to disburse up to $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or \_\_\_\_% of the Initial Deposit to Seller.
11. Upon deposit of entire first tranche with Buyer as evidenced by Seller, Escrow Agent shall disburse the remainder of the Initial Deposit less payments for commissions and payments due to Escrow Agent. All payments shall be made via wire transfer. Escrow Agent shall disburse funds within 24 hours of the transaction being consummated and after both Seller and Buyer verify same in writing.

**INFORMATION ABOUT TRANCHES AND WALLETS**

TRANCHE SCHEDULE

|  |  |
| --- | --- |
| **TRANCHES** | **AMOUNT** **BITCOIN** **FOR USD** |
| 1 | 2,000.00 |
| 2 | 45,000.00 |
| 3 |  |
| 4 |  |
| 5 |  |
| 6 |  |
| 7 |  |
|  |  |
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BUYER’S WALLET ADDRESSES TO RECEIVE BITCOINS:

**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

SELLER’S TRANSACTION WALLET ADDRESS TO SEND BITCOINS:

**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

**ANNEX B**

**INFORMATION ABOUT THE PARTIES TO THE TRANSACTION**

**BUYER’S BANK DETAILS**

|  |  |
| --- | --- |
| Bank name: |  |
| Bank address: |  |
| Account name: |  |
| Account : |  |
| SWIFT CODE: |  |
| Bank Officer: |  |
| Bank Officer Tel: |  |

**SELLER ‘S BANK DETAILS**

|  |  |
| --- | --- |
| Bank name: |  |
| Bank address: |  |
| Account name: |  |
| Account : |  |
| SWIFT CODE: |  |
|  |  |
|  |  |

**BUYER’S AGENT COMMISSION 1% OF THE TOTAL TRANCHE**

|  |  |
| --- | --- |
| Bank name: |  |
| Bank address: |  |
| Account name: |  |
| Account : |  |
| SWIFT CODE: |  |
| Bank Officer: |  |
| Bank Officer Tel: |  |

**SELLER’S AGENT COMMISSION 1% OF THE TOTAL TRANCHE**

|  |  |
| --- | --- |
| Bank name: | HSBC |
| Bank address: | ETILER NISBETIYE ISTANBUL TURKEY |
| Account name: | AHMET ZENNUR ALTUNIS EURO |
| Account : | 725 101 2659 770 99 = EURO |
| SWIFT CODE: | HSBC TR1X |
| Bank Officer: |  |
| Bank Officer Tel: |  |

**BUYER PASSPORT COPY**

**SELLER PASSPORT COPY**

SELLER PASSPORT

This Agreement is dated as of the date first above written and has been entered as of that date by the duly authorized representatives of the Parties as set forth below: Upon signing the agreement we shall commence the transaction within 72 hours otherwise the contract shall be null and void and the default party shall pay the penalty therein or face litigation.

Signed for and on behalf of (Party One) [Seller]

Name:

Passport:

Nationality:

Date of Issue:

Date of Expiry:

Signed for and on behalf of (Party two) [Buyer]

Name :

Designation : CEO

Passport # :

Issue date :

Expiry date :

Place of Issue:

Wallet address:

**(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 & 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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E N D O F D O C U M E N T\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**