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DATE: 12 July, 2021

## **BITCOINS TRANSACTION SALE AND PURCHASE AGREEMENT**

**BETWEEN THE BUYER:** XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, address at, XX duly represented by MR. XXXXXXXXXXXXXXX, holder of XXXXXXXXXXXXXXX Passport No. XXXXXXXX, Expiration: **DD/MM/2021**

### **AND THE SELLER:.**

We, XXXXXXXXXXXXXXX, as **SELLER**, hereby issue this **BITCOINS SALE AND PURCHASE AGREEMENT** with full corporate responsibilities, to confirm and certify that we have the intention and capability within the stipulated laws of, Canada, USA United Kingdom, European Union, Dubai, Singapore, Hong Kong SAR, to sell only genuine BITCOINS according to the terms and conditions as indicated herein:

EXCHANGE PLATFORMS USED: BITVO – KRAKEN

BITCOINS TRANSACTION MODE: PRIVATE, **NO SATOSHI**

**REQUIREMENT:** BUYER SETUP ACCOUNT WITH KRAKEN CRYPTO CURRENCY EXCHANGE;  
SUBMIT CIS AND POF TO SELLER

**COMMODITY:** GENUINE BITCOINS FROM LEGITIMATE PLATFORM KRAKEN

**ORIGIN OF FUNDS:** ANY PRIVATE ENTITY, NON-CRIMINAL

**QUANTITY:** FIRST TRANCHE 150 UNITS MINIMUM TO 1,000,000 UNITS, WITH ROLLS AND EXTENSIONS; NECESSARY MINIMUM 150 UNITS TO ENTER SELLER DISCOUNT PROCESS.

**PRICE:** US\$ MARKET PRICE PER BITCOIN UNIT

**DISCOUNT:** GROSS 9%; NET 6% TO BUYER

**COMMISSION:** 1.5% SELLER SIDE / 1.5% BUYER SIDE, per transaction FV.

**NOTICE:** THIS SPA SUPERSEDE ANY PREVIOUS SPA VERSION.

THE SELLER BTC PRIVATE SALE PROCESS UTILISES LEGITIMATE AND REGULATED CRYPTOCURRENCY EXCHANGE PLATFORMS TO ENSURE A CLEAN AND TRANSPARENT SALES PROCESS. SELLER HAVE CHOSEN THE BITVO - KRAKEN CRYPTOCURRENCY EXCHANGE AS THE APPROPRIATE PLATFORMS FOR THE PRIVATE SALE PROCESS. THE BUYER OPENS AN ACCOUNT IN THEIR CORPORATE ENTITY NAME ON THE KRAKEN EXCHANGE WEBSITE WITH CORPORATE LEVEL VERIFICATION SUCCESSFULLY ATTAINED. SELLER WILL NOT AND CAN NOT ACCESS, CONTROL OR MANIPULATE THE BUYER'S KRAKEN ACCOUNT. THIS IS COMPLETELY SAFE FOR THE BUYERS.

ONCE BUYER TRANSFERS THE APPROPRIATE AMOUNT OF FUNDS TO PURCHASE THE DESIRED VOLUME OF BTC AND THE FUNDS ARE CLEARLY AVAILABLE WITHIN THE SELLER ACCOUNT THEN THE PRIVATE SALE PROCESS CAN BEGIN THRU BITVO EXCHANGE.

BOTH, BUYER AND SELLER WILL AGREE TO A DATE AND TIME TO COMMENCE THE PURCHASE ON THE BITVO (<https://bitvo.com>) PLATFORM.

XXXXXXXXXXXXX WILL INITIATE THE PURCHASE THEMSELVES WITH THE FUNDS UPLOADED INTO THEIR ACCOUNT AT THE PURCHASE DAY/TIME BTC MARKET PRICE. ONCE THE INITIAL MARKET PRICE PURCHASE IS COMPLETED, WE WILL PROCEED TO THE APPLIED DISCOUNT PROCESS WHERE THE SELLER WILL BE GIVEN ONE OR MORE WALLET ADDRESSES FROM BITVO TO SEND THE PREVIOUSLY PURCHASED BTC TO. WITHIN ONE HOUR THE BUYER WILL RECEIVE INTO THEIR KRAKEN WALLET THE PURCHASED BTC WITH THE DISCOUNT APPLIED.

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THE DISCOUNT IS PROVIDED IN THE FORM OF ADDITIONAL BTC EQUIVILANT TO THE PERCENTAGE AGREED. SO SELLER ADDS THE DISCOUNT PERCENTAGE IN THE FORM OF ADDITIONAL BTC.

**EXAMPLE: BUYER PURCHASES 100 BTC WITH 8% DISCOUNT. 5% TO BUYER, 3% TO COMMISSIONS. BUYER ACCOUNT PRE- DISCOUNT = 100 BTC, BUYER ACCOUNT POST DISCOUNT APPLIED = 105 BTC, AN INSTANT PROFIT IS REALISED.**

**XXXXXXXXXX WILL BE PROVIDED WALLET ADDRESS/S TO FACILITATE THE DISCOUNT. THIS IS THE DISCOUNT PROCESS; THE DISCOUNT WILL APPEAR AS AN ADDITION ON THE NUMBER OF BITCOINS TRANSFERRED TO THE BUYER'S KRAKEN WALLET.**

PRELIMINARY SETUP IS NECESSARY WITH SELLER'S ACCOUNT ON THE KRAKEN CRYPTOCURRENCY EXCHANGE PLATFORM. <https://kraken.com>

TO SUCCESSFULLY OPEN A CORPORATE LEVEL ACCOUNTON THE KRAKEN EXCHANGE, THE BUYER MUST AT THE REQUEST OF KRAKEN COMPLIANCE PROVIDE ALL NECESSARY COMPLIANCE INFORMATION TO ACTIVATE THE BUYER'S ACCOUNT ON THE KRAKEN PLATFORM; THIS PROCESS WILL TAKE APPROXIMATELY ONE WEEK; DON'T MENTION AT ANY TIME THE NAME OF SELLER OR ANY OF THE CONTENT OF THIS CONFIRMATION LETTER, THIS DOES NOT CONCERN COMPLIANCE AND CAN CAUSE THE CANCELLATION OF BUYER'S PROCESS.

WHEN KRAKEN COMPLIANCE CONFIRMS ACCEPTANCE OF THE BUYER'S ACCOUNT, SELLER WILL AGREE WITH BUYER A DAY AND TIME TO START THE PURCHASE OPERATION. BUYER MUST ACTIVATE HIS ACCOUNT WITH AN INTITAL TRANSFER OF FUNDS BETWEEN US\$10,000 AND US\$10 MILLIONS. THIS TAKES 48HRS AND BUYER MUST SEND SCREEN SHOT OF HIS DEPOSIT TO SELLER. **BUYER CAN ALSO PROVIDE OTHER WALLETS FROM OTHER EXCHANGE PLATFORM WHERE SELLER WILL SEND BITCOINS WITH DISCOUNTS.**

**PROCEDURE FOR PURCHASE OF BITCOINS ON KRAKEN PLATFORM:**

1. BUYER PROVIDES TO SELLER THEIR CIS AND LOI STATING CLEARLY THE TOTAL QUANTITY OF BITCOINS DESIRED.
2. SELLER PROVIDES TO BUYER XXXXX CIS AND SPA.
3. SELLER AND BUYER SIGN THE AGREED SPA.
4. BUYER COMMENCES AND MUST FUND XXXXXXXX ACCOUNT FOR THE AMOUNT OF BTC PURCHASE BANK WIRE TRANSFER IS THE ONLY OPTION AVAILABLE FOR UPLOADING A LARGE AMOUNT TO XXXXXXXX ACCOUNT.
5. BUYER COMPLETES THEIR KRAKEN EXCHANGE ACCOUNT/WALLET REGISTRATION AND COMPLIANCE PROCESS AS DIRECTED BY KRAKEN. (KRAKEN IS AN ENTIRELY SEPARATE AND INDEPENDENT ENTITY TO SELLER) (SELLER HAS NO INFLUENCE OR CONTROL OVER KRAKEN, THEIR POLICIES OR PROCEDURES IN ANY SHAPE OR FORM).
6. BUYER WILL TRANSFER SUFFICIENT FUNDS TO SELLER ACCOUNT TO PREPARE FOR THE BTC PRIVATE SALE PROCESS FACILITATED VIA THE BITVO EXCHANGE.
7. SELLER PROVIDES SCREENSHOT OF THEIR BITVO ACCOUNT CLEARLY SHOWING THE FIAT CURRENCY AMOUNT AVAILBLE.
8. BUYER WILL PROVIDE TO SELLER THEIR KRAKEN RECEIVING WALLET ADDRESS SO AS TO RECEIVE THE APPLIED DISCOUNT.
9. ON A MUTUALLY AGREED DAY AND TIME THE SELLER WILL COMMENCE THE INITIAL PURCHASE OF BTC AT THE MARKET PRICE GIVEN ON THE KRAKEN EXCHANGE WEBSITE
10. WITHIN 10 MINUTES THE PURCHASED BTC WILL APPEAR IN THE SELLER'S RECEIVING WALLET, SELLER SENDS SCREENSHOT OF THE WALLET CLEARLY SHOWING THE BTC AMOUNT.
11. AT THIS POINT WE MOVE TO THE SELLER DISCOUNT PROCESS.
12. AFTER APROXIMATELY 1 HOUR THE PURCHASED BTC WITH DISCOUNT 6% APPLIED WILL APPEAR IN THE BUYER'S KRAKEN RECEIVING WALLET.
13. BUYER VERIFIES HIS WALLET AND CONFIRMS TO SELLER THE BTC AND DISCOUNT RECEIVED (WITH SCREENSHOT).
14. BUYER AND SELLER REPEAT THE SELLER BTC PRIVATE SALE PROCESS UNTIL ALL FUNDS AND COINS HAVE BEEN EXHAUSTED.
15. SELLER WILL SUBMIT FOR EACH TRANSACTION A REPORT TO BUYER TO ALLOW FOLLOWUP OF ALL TRANSACTIONS.

BY USING THE SELLER BTC PRIVATE SALE METHOD OUTLINED ABOVE MAINTAINS CONFIDENTIALITY, COMPLETE TRANSACTION PRIVACY AND SECURITY AND A GUARANTEE THAT THE SALE IS MADE BETWEEN THE CONCERNED PARTIES ONLY. BY USING THE BITVO-KRAKEN EXCHANGE TO FACILITATE THE PURCHASE GUARANTEES THAT ALL THE BTC PURCHASED IS 100% LEGITIMATE AND LEGAL SINCE THE EXCHANGE IS APART OF THE BLOCKCHAIN NETWORK THAT AUTOMATICALLY VERIFIES AND VALIDATES LEGITIMACY.

**NOTICE: THIS SPA SUPERCEDE ANY PREVIOUS SPA VERSION.**



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**Buyer Wallet Address:**

<b>BUYER PLATFORM NAME</b>	
<b>BUYER WALLET ADDRESS</b>	

**BUYER'S BANK COORDINATES FOR THE BTC OPERATION**

<b>BANK NAME:</b>	
<b>BANK ADDRESS:</b>	
<b>SWIFT:</b>	
<b>ACCOUNT NUMBER:</b>	
<b>ACCOUNT NAME:</b>	
<b>BANK OFFICER NAME:</b>	
<b>BANK OFFICER TEL/FAX:</b>	
<b>BANK OFFICER-E-MAIL:</b>	

**SELLER'S BANK COORDINATES FOR PAYMENT CASH MT103 WIRE TRANSFER**

<b>PAYMASTER NAME :</b>	
<b>COMPANY ADDRESS :</b>	
<b>ACCOUNT SIGNATORY :</b>	
<b>CANADIAN CURRENCY ACCOUNT</b>	
N° Branch :	
N° Institution :	
N° Account :	
<b>Code SWIFT/BIC :</b>	
IBAN (CDN) :	
<b>US CURRENCY ACCOUNT</b>	
N° Branch :	
N° Institution :	
N° Account :	
<b>Code SWIFT/BIC :</b>	
IBAN (USA) :	
<b>PAYMENT INSTRUCTIONS :</b>	All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to , and, for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK WITH SAME DAY'S CREDIT.

**Exchange rate:**

The exchange rate as agreed within the present agreement is based on the morning fixing.

**Term of Agreement:**

This contractual agreement is a full recourse commercial commitment enforceable under the laws of the jurisdiction

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of Brussels as it applies and said law shall govern the interpretation, enforceability, performance, execution, validity and any other such matters regarding the present agreement.

The present agreement is in full force and effect until completion of the transaction and it is legally binding upon the parties, signatories, their heirs, successors and assigns, agents, principals, attorneys and all associated parties involved in this agreement.

***Codes of Identification:***

The parties to the present agreement agree that all documents related to this transaction shall indicate the codes as indicated herein. In addition, the codes shall not be changed during the tenure of the present agreement, including all rollovers, renewals, extensions, and all additions.

***Unauthorized Bank Communication:***

Neither party is allowed to contact the bank of the other party without the authorization of the other party. Any unauthorized contact act is a breach of the present agreement.

***Taxes and Costs:***

Both PARTIES hereto individually and separately accept liability of taxes, imposts, levies, duties, or charges that may be applicable in the execution of their respective roles in this transaction.

***Non-Disclosure and Non-Circumvention:***

Both parties are to be bound and to abide by the non-circumvention non-disclosure rules of all issues by the I.C.C. 500 PARIS / FRANCE, last edition of which shall apply to this transaction for a period of five (5) years, no matter whether direct or indirect.

***EDT –Electronic Document Transmittal and Counterparts:***

This Agreement may be executed in multiple copies at different times and places, each being considered an original and binding upon the parties. All facsimile / electronic transmittal/communications relating to this transaction and which are mutually accepted by the parties, shall be deemed legally binding and enforceable documents for the duration of the transaction.

***Copies of the Present Agreement:***

No copies of this Agreement are to be provided to any third party unless the parties agree mutually the contrary. The paymasters in charge of distributing commission to all beneficiaries, facilitators shall receive a copy of the agreement including the irrevocable master fee protection agreement (IMFPA), bearing identical transaction code.

***Force Majeure:***

The "FORCE MAJEURE" exception clause of the International Chamber of Commerce (I.C.C. publication No. 500 in actual version) is hereby incorporated and made an integral part of this Agreement. A party cannot be held in default if the reason is caused by force majeure.

**Assignment:** None of the Parties may assign or delegate its interest or duties either written or implied hereunder without the prior written consent of the other Parties. Such consent shall not be unreasonably withheld by any of the other Parties.

**Cooperation:** The Parties agree that each shall promptly execute any and all reasonably required documentation required by the other Party so as to fulfill their respective obligations hereunder or facilitate the operation of the Project.

**Entire Agreement:** This Agreement encompasses the entire Agreement by and between the Parties and any and all related parties to said Parties, and supersedes any and all prior representation, understandings and agreements between the Parties and governs any and all purchases and sales

by and between the respective Parties. No oral or written statements or representations not contained in this Agreement shall have any force or effect. It is expressly understood and agreed by the Parties that any change(s), modification(s), amendment(s) or waiver(s) of any terms or conditions of this Agreement, or any consent required hereunder, must be in writing and signed by the Parties so as to have any force or effect.

**Authority:** The Parties hereto acknowledge that they are either corporations or partnerships duly organized, validly existing and in good standing under the laws of their country of incorporation or formation or that they are individuals in good standing under the laws of their country of residence and have the power, authority and ability to perform all of their obligations as defined herein.

**Counterparts:** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same Agreement.

**Governing Law and Arbitration:** This Agreement shall be construed in accordance with the laws of UK without giving effect to any conflicts of law principles. The Parties hereto acknowledge and agree that any discrepancy and/or dispute in application of this Agreement will be solved amicably, but if this is not possible the Parties hereto acknowledge and agree that any claim or controversy arising out of or relating to any part of this Agreement, or the breach thereof, that is not settled between the Parties themselves, shall be submitted to binding arbitration in CANADA for resolution.

**Headings:** Any headings or terms contained herein are intended solely for the sake of convenience and simplicity and are not intended in any manner to define or affect the true meaning or interpretation of the intent of the language contained herein.

**Notices:** Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent as set forth below to the respective address of each party as set forth at the beginning of this Agreement. All notice(s) required or permitted to be given hereunder shall, as elected by the person giving such notice(s), be delivered personally, by courier, recognized international carriers such as DHL or FedEx, or by prepaid registered or certified mail. All notices and other communications shall be deemed to have been given on the day of receipt if delivered.

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## IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

### GROUP 1 – SELLER-SIDE COMMISSION = 1.5 % [CLOSED]

COMMISSION BTC:	xx % of Tranche Market Value
BTC WALLET ADDRESS:	
BENEFICIARIES:	

COMMISSION BTC:	xx % of Tranche Market Value
BTC WALLET ADDRESS:	
BENEFICIARIES:	

### GROUP 2 – BUYER-SIDE COMMISSION = 1.5 % [OPEN]

COMMISSION BTC:	xx % of Tranche Market Value
BTC WALLET ADDRESS:	
BENEFICIARIES:	

COMMISSION BTC:	xx % of Tranche Market Value
BTC WALLET ADDRESS:	
BENEFICIARIES:	

COMMISSION BTC:	xx % of Tranche Market Value
BTC WALLET ADDRESS:	
BENEFICIARIES:	



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## SIGNATURE PAGE

The PARTIES in the present have understood this SALE AND PURCHASE AGREEMENT is made in English language and agreed for. Furthermore, the Parties hereby confirm their full consent and agreement to uphold their respective obligations to the best of their abilities and set their hands to this Agreement in good faith and in good spirit of mutual cooperation, on the date first written above.

JURISDICTION OF THIS AGREEMENT WILL BE MONTREAL, QC. CANADA.

READ, AGREED AND ACCEPTED IN MONTREAL, QC, on this 12th day of July, 2021:

SIGNED FOR AND ON BEHALF OF THE BUYER:

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
ENTITY NAME:  
REPRESENTATIVE:  
PASSPORT NUMBER:  
ISSUANCE AUTHORITY:  
DATE OF EXPIRATION:

SEAL

SIGNED FOR AND ON BEHALF OF THE SELLER:

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
ENTITY NAME : SELLER.  
REPRESENTATIVE :  
TITLE : PRESIDENT  
PASSPORT NUMBER : : CANADA  
DATE OF EXPIRATION :

SEAL

### EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

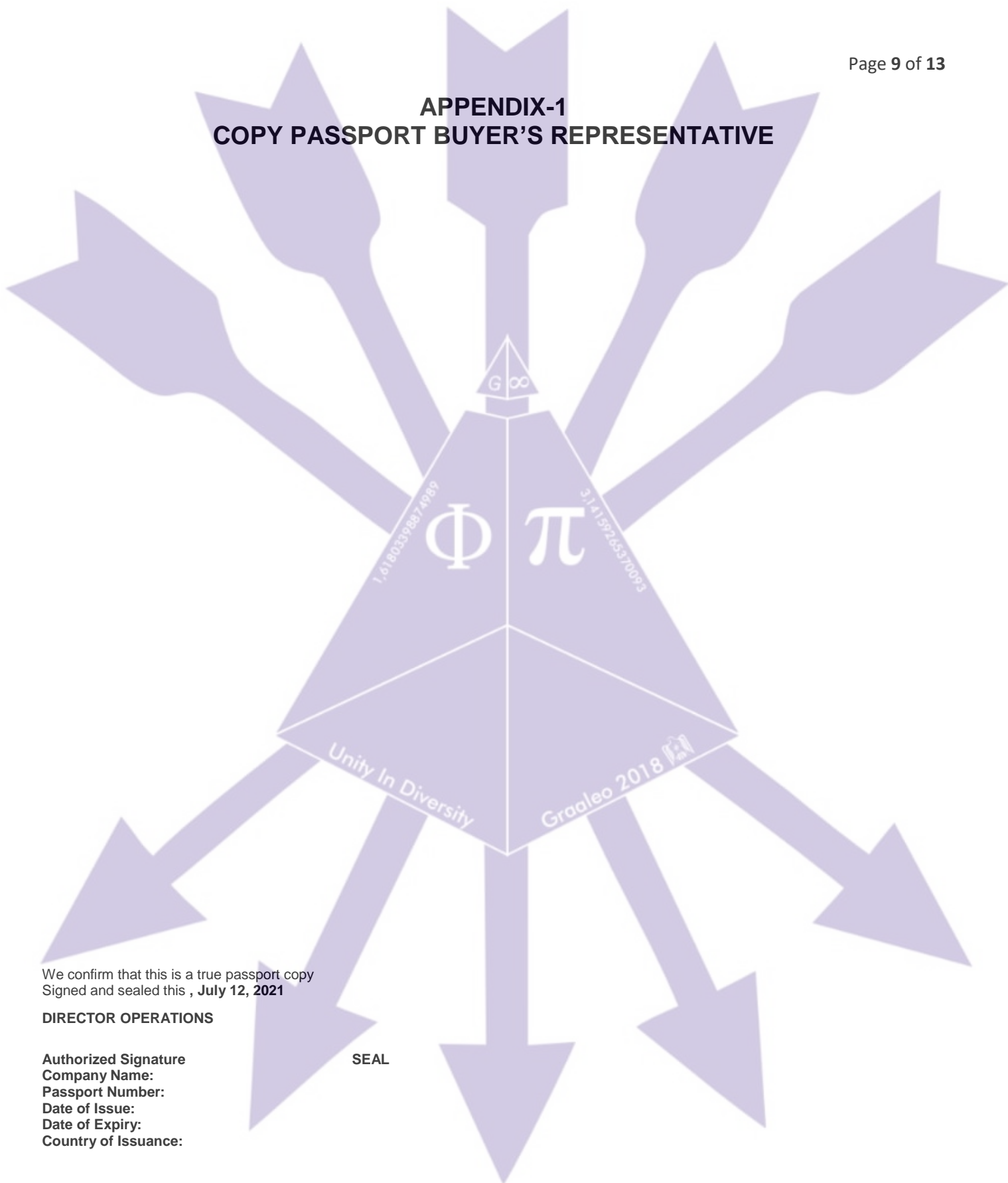
1. EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
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. Required message "The remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of funds sent to us."

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**APPENDIX-1  
COPY PASSPORT BUYER'S REPRESENTATIVE**



We confirm that this is a true passport copy  
Signed and sealed this , **July 12, 2021**

**DIRECTOR OPERATIONS**

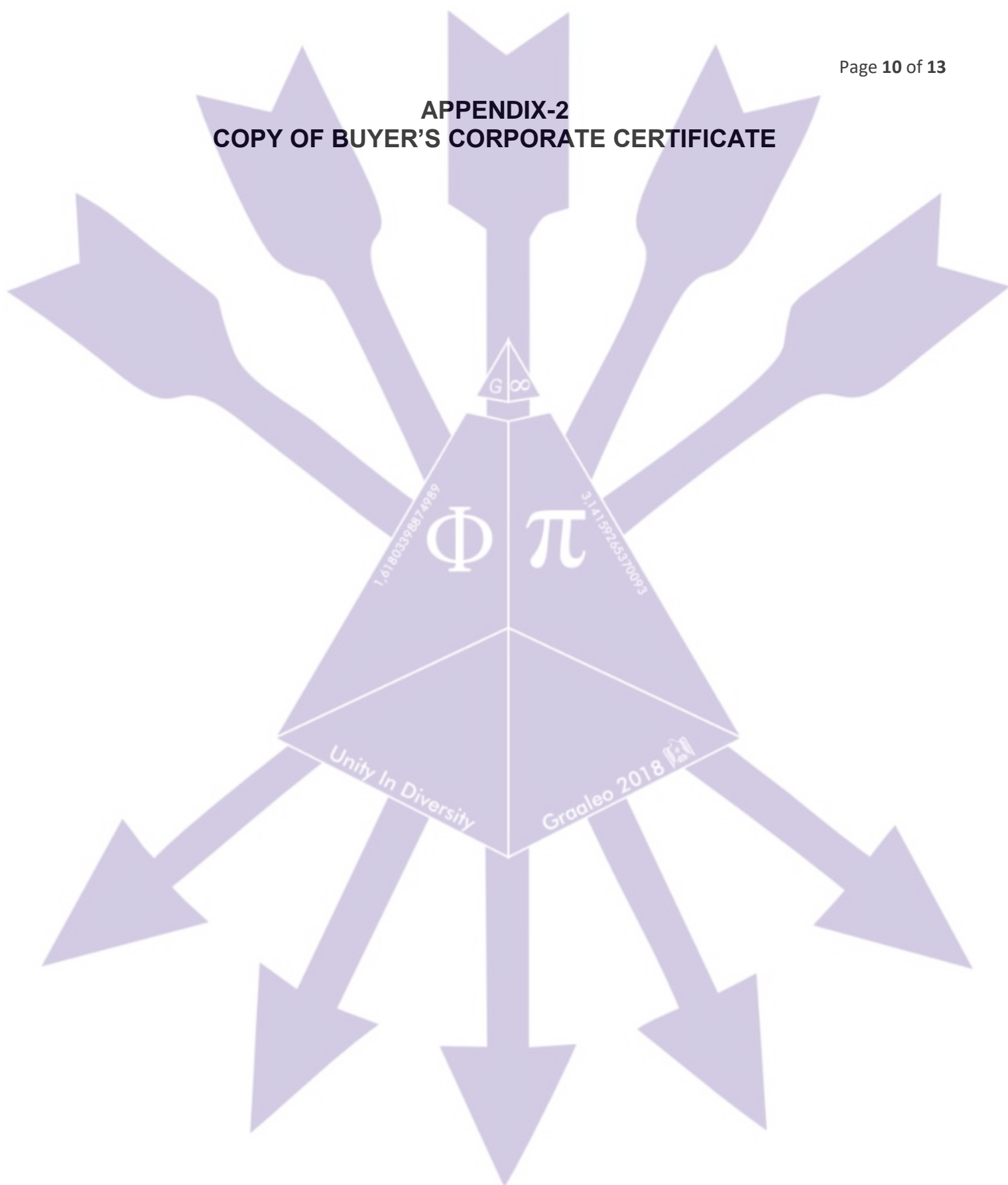
Authorized Signature  
Company Name:  
Passport Number:  
Date of Issue:  
Date of Expiry:  
Country of Issuance:

SEAL

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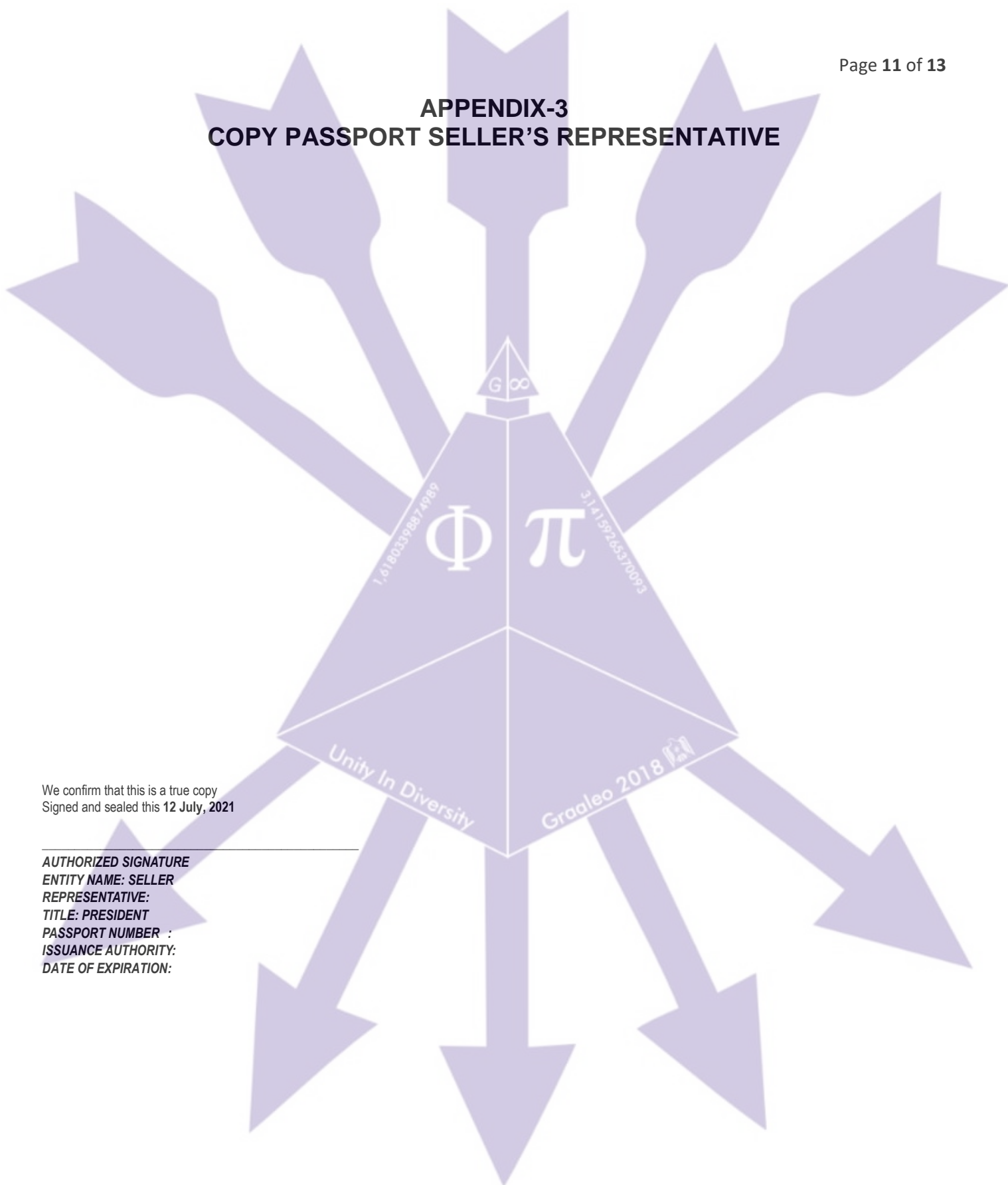
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**APPENDIX-2**  
**COPY OF BUYER'S CORPORATE CERTIFICATE**



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**APPENDIX-3**  
**COPY PASSPORT SELLER'S REPRESENTATIVE**



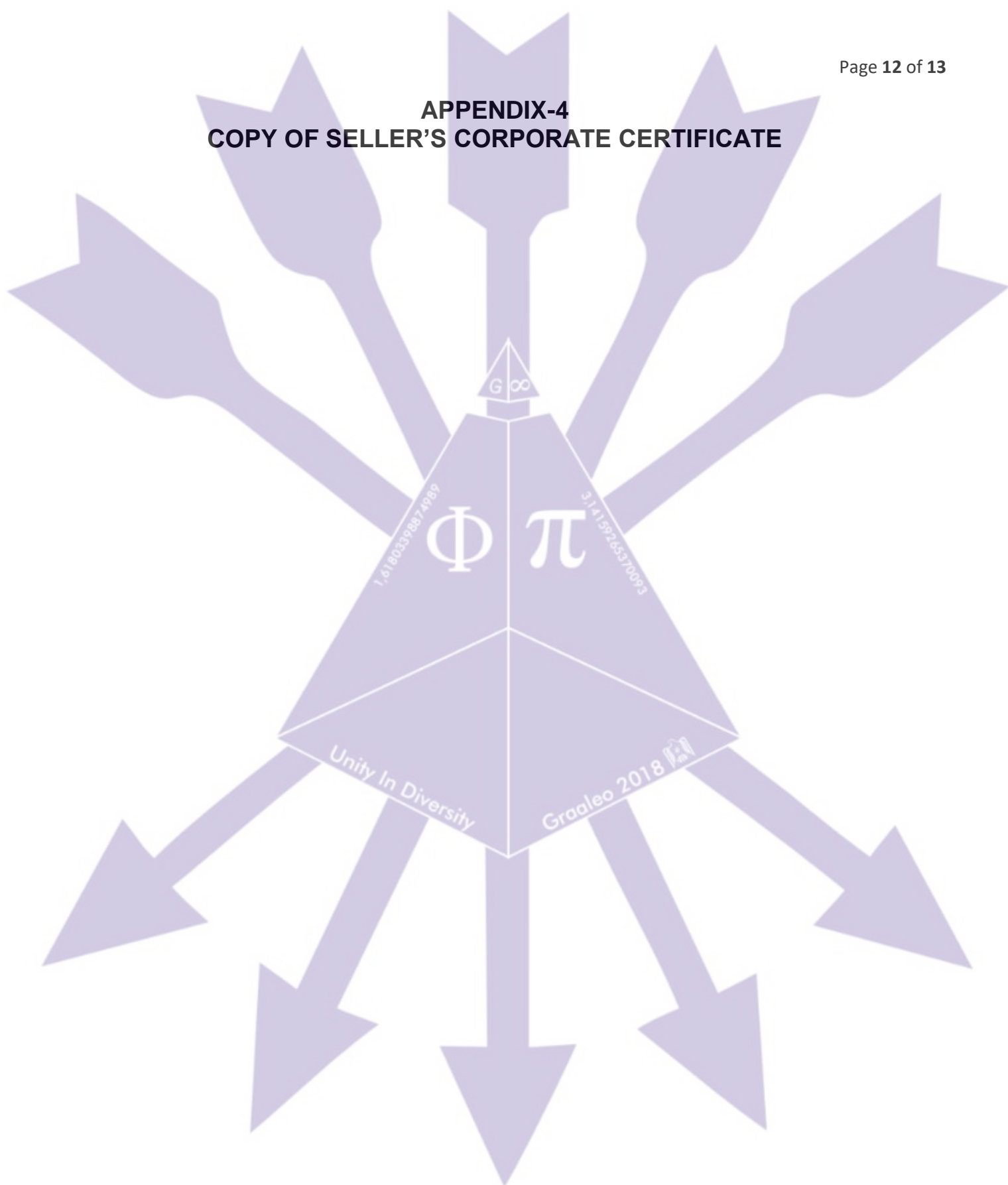
We confirm that this is a true copy  
Signed and sealed this 12 July, 2021

AUTHORIZED SIGNATURE  
ENTITY NAME: SELLER  
REPRESENTATIVE:  
TITLE: PRESIDENT  
PASSPORT NUMBER :  
ISSUANCE AUTHORITY:  
DATE OF EXPIRATION:



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**APPENDIX-4**  
**COPY OF SELLER'S CORPORATE CERTIFICATE**



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APPENDIX-5

BANK COORDINATES OF SELLER

ACCOUNT NAME :	
COMPANY ADDRESS :	
ACCOUNT SIGNATORY :	
BANK NAME:	
BANK ADDRESS:	
BANK PHONE NUMBER:	
BANK FAX NUMBER:	
SWIFT / BIC CODE :	
IBAN :	
ABA ROUTING :	
TRANSIT NUMBER :	
ACCOUNT NO. CAD/EUR :	
ACCOUNT NO. USD :	
PAYMENT INSTRUCTIONS :	All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: <a href="mailto:ffortin2@gmail.com">ffortin2@gmail.com</a> , <a href="mailto:guygravel01@gmail.com">guygravel01@gmail.com</a> for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank. ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK WITH SAME DAY'S CREDIT.

END OF SPA DOCUMENT

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