BTC PSA Sample Contract

To start we need the cooperation of the seller:

1. The most important step is that the <u>seller is willing to work with the agreement below</u>!
2. Seller completely fills out a CIS with their Passport, Corporate Resolutions and Business Registration.
3. (1) Satoshi sent from the seller wallet where all the BTC are held to Buyers official representative wallet.

Once the above steps are accomplished the buyers Trust Attorney will receive in the Escrow Account the cash funds from the buyer. Contracts will be executed and tranches will begin.

Concerning the purchase of Bitcoin (BTC) between the

(- hereafter „**Buyer**" -)

and

[...]

(- hereafter „**Seller**" -)

Each of the Seller and the Buyer is a "**Party**" and collectively they are the "**Parties**" to this Agreement.

PREAMBLE

The Seller intends to sell a larger volume of Bitcoin (crypto currency) to xxxx in several tranches.

The entire contract is to be executed via the trustee company ("**Trustee**").

Having said this, the parties conclude the following agreement.

(1) CONTRACTUAL OBJECT

1. The subject of this sale and purchase agreement is the digital crypto currency Bitcoin ("**BTC**") in a volume of up to BTC (in words: eighty thousand Bitcoin).

2. The Seller guarantees that he is the owner of the sold BTC and can and may dispose of them and that they are not encumbered with any rights of third parties.

3. The total purchase price in Euro for the BTC depends on the exchange rate according to No. (1) 4 and is payable to the following account of the Seller:

Bank:	[...]
Account Holder:	[...]
Account Number:	[...]
IBAN:	[...]
BIC:	[...]

4. The number of the purchased BTC is measured and calculated at the daily Euro Bitcoin exchange rate (BTC/EUR) on https://markets.bitcoin.com, time stamped at 09:00 CET (Central European Time). This price is fixed and valid for 24 hours. The Seller grants a fixed discount of XXX percent) on this rate. This applies in particular also if the settlement of the contract takes place in several tranches and on several days.

Example: The BTC Euro exchange rate on 28th February, 2021 at 09:00 a.m. was EUR This means that after the granted discount XXXo, the purchase price per BTC is Depending on the respective tranche amount, the seller is

obliged to deliver or transfer a corresponding number of BTC to the buyer. With e.g. EUR this is BTC.

(2) PROCEDURE

1. Buyer and Seller sign this contract.

2. The parties shall define for a respective tranche the number of BTC and the purchase price to be paid therefor by the buyer per BTC in Euro (€) in accordance with No. (1) 4.

3. The Buyer shall irrevocably transfer the corresponding purchase price sum to the subsequent trust account of the Trustee, who shall make the purchase price payment:

   Trustee:

4. After confirmation of the receipt of funds by the Trustee to the Seller, the Seller shall transfer the number of BTC to the following Trustee Wallet address taking into account the rate calculation according to No. (1) 4 and the respective agreed tranche according to No. (3):

   xxxxxxxxxxx

5. Immediately upon the sixth confirmation of the relevant BTC Transaction on the Blockchain, the Trustee is instructed to irrevocably pay the purchase price for the relevant Tranche to the seller of the BTC to the bank account specified in No. (1) 3 above.

6. The Seller confirms the (respective) receipt of payment to the Trustee.

(3) INFORMATION ABOUT TRANCHES

The schedule and the respective amount of the individual tranches can be discussed and agreed individually by the parties. According to plan, a volume of around EUR 500 million is to be transacted per week.

(4) CONFIDENTIALITY CLAUSE

1. The Parties undertake to keep secret all confidential information provided to them or obtained in connection with the performance of this contract and to use such information only for the purpose provided for under this contract.

Confidential information shall be deemed to be:

- all information which is expressly marked as confidential by the transmitting party,

- all information and findings specific to the respective business of the party, including its environment and general conditions, and

- all other information and findings where the interest of one party in confidential treatment is apparent to the other party, given a reasonable assessment of the overall circumstances.

2. The parties shall take all appropriate precautions to ensure confidentiality, in particular to pass on confidential information only to such employees or commissioned third parties as they need as a result of their work in the course of the above-mentioned examination.

The parties shall oblige their employees and commissioned third parties who receive

confidential information to comply with the provisions of this contract in writing, unless such obligations are already clearly defined in the employment contract and shall monitor compliance with these obligations.

(5) FINAL PROVISIONS

1. This contract replaces any previous written and oral agreements.

2. Collateral agreements and amendments to the contract must be in writing to be legally effective. This also applies to any deviation from the written form requirement. There are no verbal sub-agreements to this contract.

3. Should a provision of this contract be or become invalid, the validity of the other provisions of this contract shall not be affected. In this case, the contractual parties undertake to replace the ineffective provision by a legally permissible provision which comes as close as possible to the meaning and purpose of the ineffective provision.

4. Place of jurisdiction is Hamburg, Germany.

5. This contract is subject to the law of the Federal Republic of Germany.

(6) AGREEMENT TO TERMS / SIGNATURES

Signatures on this Subscription Agreement received by the way of Mail and/or E-mail shall be an executed contract. The Agreement is enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

By signing below, each party accepts the terms of this Agreement.

……………………………………………………
Seller: Date:

……………………………………………………
Buyer: Date: