



SPA

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Sales & Purchase Agreement

This Sales and Purchase Agreement (the "Agreement") is entered into as of this _____ day of _____, 2020

by and between the following parties:

The Seller of BTC — FAGlobal Finance OÜ, an incorporation duly registered as a private limited company in Estonia (the "FAGlobal Finance OÜ") reg# 14768224, operating licenses FVT000497, (the "Seller") acting through its duly authorized officer -----, with passport no. _____ (collectively referred to hereinafter as "Party One.")

AND

The Buyer of BTC _____, registered at _____, with registry N° _____, (the "Buyer") acting through its duly authorized officer _____, with passport N° _____ (collectively referred to hereinafter as "Party Two").

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

Recital

Whereas, as a condition and inducement to Party One and Party Two entering into a transaction, both Parties have contemporaneously entered into this Agreement,

Whereas, the Buyer is ready, willing and able to purchase the quantity of bitcoin (BTC) subject to this Agreement, and can adequately provide evidence of such means for purchasing the BTC to Seller's satisfaction; and

Whereas, the Seller has the means of purchasing BTC for the Buyer; and

Whereas, the Buyer desires to contractually engage Seller for the service set forth in detail hereunder, pursuant to the terms and conditions of this Agreement, and the Seller agrees to act for the Buyer pursuant to such terms and conditions.

Now, Therefore, in consideration of the understanding set forth above, the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:





1. Section.

Definitions & Interpretation

In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

1.1 Party One and Party Two has the meaning set for in the Preamble above.

1.2 "Agreement" has the meaning set forth in the Preamble above.

1.3 "Contract" means any agreement, contract, lease, indenture, instrument, note, debenture, bond, mortgage or deed of trust or other agreement, commitment, arrangement or understanding, and "Business Day" means any day that is not a Saturday, a Sunday or public or bank holiday on which banks are closed in Europe ESTONIAN.

1.4 "Control" (including the terms "Controlled by" and "Under common Control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person or securities that represent a majority of the outstanding voting securities of such Person.

1.5 "Indemnities" has the meaning set forth below.

1.6 "Knowledge" means, with respect to any party, the actual knowledge of such party's executive officers after due diligence, including inquiry of such party's counsel and other officers or employees of such party.

1.7 "Law" means the Laws of the State of New York without giving effect to its conflict of laws.

1.8 "Material Adverse Effect" means any event, circumstance, development, change or effect that, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect on (a) the business, properties, assets, liabilities, operations, results of operations or financial condition of a Party, taken as a whole, or (b) the authority or ability of a Party to perform its obligations provided, however, that for purposes of clause (a) above, in no event shall any of the following exceptions, alone or in combination with the other enumerated exceptions below, be deemed to constitute, nor shall be taken into account in determining whether there has been or will be, a Material Adverse Effect. Any effect resulting from compliance with the terms and conditions of, or from the announcement of the transactions contemplated by this Agreement and/or any other Transaction Document, (ii) any effect that results from changes affecting any of the industries in which the Party or its Subsidiaries operate generally or the economy generally, (iii) any effect that results from changes affecting general worldwide economic or capital market conditions, provided that any such changes in (ii) and (iii) do not disproportionately affect the Party in any material respect relative to other similarly situated participants in the industry in which they operate, (iv) any pandemic, earthquake, typhoon, tornado or other natural disaster or similar force major event.



1.9 "Person" means any individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, organization, entity or Governmental Authority.

1.10 "Subsidiary" of any Person means any corporation, partnership, limited liability company, joint stock company, joint venture or other organization or entity, whether incorporated or unincorporated, which is Controlled by such Person and, for the avoidance of doubt, the Subsidiaries of any Person shall include any variable interest entity over which such Person or any of its Subsidiaries effects Control pursuant to contractual arrangements and which is consolidated with such Person in accordance with generally accepted accounting principles applicable to such Person.

2. Section.

Recitals Information

Both Party One and Party Two have been furnished access to all materials and information they have requested from the other Party in order to evaluate whether to proceed with the Agreement and is relying solely on their own counsel and other advisors for legal, financial and other advice with respect to the transactions contemplated by this Agreement and the other Transaction Documents.

3. Section.

Consents

In connection with the entering into and performance of this Agreement neither Party is required to obtain any consent, authorization or order of, or make any filing or registration with:

a) Any Governmental Authority in order for it to execute, deliver, or perform any of its obligations under or contemplated hereby or thereby or (b) any third party pursuant to any agreement, indenture, or instrument to which the Party or any of its Subsidiaries is a party, in each case in accordance with the terms hereof or thereof other than such as have been made or obtained, and

b) such consents, authorizations, orders, filings, or registrations that, if not obtained or made, would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

4. Section.

Communications

All communications by the Seller are deemed transmitted when sent to the Buyer in digital and written format. Both the Seller and Buyer agrees that communication via electronic channels (email, WhatsApp, WeChat, Telegram, Signal, Wickr, Messenger, etc) shall be valid and binding.



5. Section.

No Undisclosed Liabilities

Both Parties do not have any liabilities or obligations other than:

- a) liabilities or obligations reflected on, reserved against, or disclosed (excluding those discharged or paid in full prior to the date of this Agreement),
- b) liabilities or obligations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and
- c) liabilities in the ordinary course of business consistent with past practices and any liabilities incurred pursuant to this Agreement.

6. Section.

Intellectual Property

Both Parties own or possess adequate rights or licenses to use all Intellectual Property necessary to the conduct of their businesses as now conducted, and such Intellectual Property represents all material intellectual property rights necessary to the conduct of their business as now conducted. The Buyer agrees that it will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of or in any other way exploit any of the content, in whole or in part of the Seller. All logos and publications related to both Parties are trademarks, and both Parties may not copy, imitate or use the content or marks without the Seller's prior written consent. There are no infringements or other violations of any Intellectual Property by any third party, except for such infringements and violations, which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The conduct of the business of each Party and its Subsidiaries as currently conducted does not infringe or otherwise violate any proprietary right or Intellectual Property of any third party, except for such infringements and other violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

7. Section.

Litigation

There are no pending or, knowledge, threatened, Proceedings of any nature against either of the Parties which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on either of the Parties and their ability to perform its obligations hereunder, or any Proceedings that seek to restrain or enjoin the consummation of the Agreement. There is no Judgment outstanding against either of the Parties, any of their equity interests, material properties or assets, except for any Judgment, which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on either of the Parties.



9. Section.

Representations & Warranties;

Covenants

9.1 The representations and warranties of both Parties shall be true and correct in all material respects (except for those representations and warranties that are qualified by materiality or Material Adverse Effect, which shall be true and correct to such extent) as of the date of this Agreement and as of the Closing Date as though made at that date (except for those representations and warranties that speak as of a specific date, which shall be so true and correct in all material respects as of such specified date). The Buyer must provide complete and accurate information related to this Agreement and Services. The Buyer will promptly provide such information as the Seller may request from time to time regarding (a) Buyer's information, policies, procedures, and activities, (b) the use of Services, (c) any transaction conducted through Seller and (d) any other information that the Seller deems reasonably necessary to comply with its policies and procedures.

9.2 Buyer represents that he possesses all licenses, registrations, authorizations and approvals required by any government agency, regulatory authority, or other party necessary for the Buyer to operate its business and engage in the business relating to this Agreement. The Buyer will conduct all activities related to this transaction in compliance with all applicable laws and regulations.

9.3 Tax Liability. To the extent any taxes are applicable on the purchase or sale of this transaction, the Buyer is obligated to pay all applicable taxes. To the extent that Seller does not collect any applicable taxes but it is later determined that taxes were collectible by Seller, Buyer shall pay such applicable taxes to Seller upon notice of the applicable taxes. The Seller is not liable for any taxes that Buyer is legally obligated to pay, in any jurisdiction, which are incurred or arise in connection with or related to Buyer's business activities (under this Agreement or otherwise), and all such taxes will be the financial responsibility of the Buyer. The Buyer understands that the Seller may be required to disclose Buyer's account information to tax authorities in any country or pursuant to a court order at any time.

9.4 Confidentiality. Buyer hereby agrees to not disclose, and to otherwise keep confidential, the transactions contemplated Hereby, the existence or nature of any relationship between the Parties, the name of the other Party or the fact that the Parties engaged in any transaction ("Confidential Information"), provided, however, that Buyer may disclose Confidential Information to its directors, officers, members, employees, agents, affiliates, and professional advisers or to financial institutions providing services to Buyer in connection with any applicable anti-money laundering or compliance requirements.



9.5 Data Policy. You grant to us an irrevocable, worldwide, non-exclusive, fully paid-up, royalty-free, transferable and sub-licensable license during the Term to access, collect, store, and use any data, information, records, and files that: (a) you load, transmit to, or enter into the Services; or (b) that we collect from your usage of the Services, to: (i) develop, enhance, and make available the Services; and (ii) to produce data, information, or other materials that are not identified as relating to a particular individual or company (such data, information, and materials, the "Aggregated Statistical Information"). We may create, use, and disclose Aggregated Statistical Information for any purpose and without obligations of any kind.

10. Section.

Indemnification

Buyer agrees to fully defend, indemnify and hold harmless Seller and its affiliates (and each of their officers, directors, employees, agents and representatives) from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature, including reasonable legal and accounting fees, arising out of or in connection with: Buyer's breach of its obligations, representations or warranties under this Agreement or any other instructional manuals, guidelines, or documentation made available by Seller to Buyer, or Buyer's violation of any applicable law or the rights of a third party (including any laws related to financial crimes and intellectual property rights).

11. Section.

Termination

This Agreement may be terminated, and the transactions contemplated by this Agreement abandoned at any time prior to the closing, by unanimous agreement of both Parties, should either Party have made misrepresentations resulting in the signing of this Agreement, should there be an irrevocable breakdown between both Parties and should either Party be in material breach of clauses of this Agreement and, following discussion, those breaches and difference are not remediable or reconcilable.

12. Section.

For the avoidance of doubt

The Buyer is aware of the fact and accepts that the Seller does not assume any responsibility for the performance or the risk of the Buyer's cryptocurrency and for the transaction occurring between Buyer and Seller. The Seller assumes no responsibility for market conditions, different pricing methodologies used by any OTC Desk or Exchange, nor any economic success or failure due to the volatility inherent in any cryptocurrency transaction.

13. Section.

Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Estonia, without giving effect to its conflict of laws. All disputes or disagreements which cannot be settled amicably shall be determined by binding arbitration under UNCITRAL Rules by one arbitrator sitting in Texas and shall be enforceable in any court of competent jurisdiction.



14. Section.

Severability

If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the Parties. In such event, the Parties shall use commercially reasonable efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement, which most nearly affects the parties' intent in entering into this Agreement.

15. Section.

Entire Agreement / Notices

If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the Parties. In such event, the Parties shall use commercially reasonable efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement, which most nearly affects the parties' intent in entering into this Agreement.

To
Buyer:

To
Seller:



16. Section.

The Procedures

16.1 On the signing of this Agreement by both Parties, they agree to and are contractually obligated to follow and adhere to the terms and conditions of this Agreement and the procedures set forth below:

16.2 The Buyer hereby appoints and authorizes the Seller to procure BTC on behalf of the Buyer by overseeing and managing the entire transactional process and providing specific services. Such services include the negotiation, authentication of coin, authentication of fiat, anti-money laundering due diligence, monitoring of Buyer funds in Seller's escrow account, disbursement of funds from the Buyer, disbursement of coins to Buyer's elected wallet, and disbursement of fees to all ancillary advisors and vendors. Buyer agrees to appoint Seller as his agent in such transactional matters, allowing the Seller to effectuate and conclude the purchase BTC on his behalf.

16.3 The escrow account to be open by the Seller via Blockshield.finance custody services provided by regulated independent entity:

Prime Trust LLC and / or Selected trading partner

Address: 330 S. Rampart Blvd. Suite 260 Summerlin, NV 89145, USA

Regulation: SEC CIK #0001773048

16.4 After a fiat amount USD/EU deposited by the Buyer to the Blockshield.finance custody's bank account mentioned above, the seller deposits BTC. The Seller account supposed to be ready for the agreement once 6 confirmations achieved.

16.5 Once both sides have made deposits and confirmed positions by the Prime Trust Manager, Blockshield.finance Account Manager inform the buyer and Prime Trust to make a settlement in accordance with agreed rate and amount of BTC that is respective amount in FIAT to be hold in favor to the seller whereas BTC (Bitcoins) become undisputedly available for the Buyer to withdraw, safe keep or trade.



16.6 Purchase Agreement:

1	Commodity
2	Quantity Without Discount
3	Gross / Net Discount
4	Market Price
5	Advisory Fee (See Appendix A)
6	First Tranch
7	Subsequent Tranches

Escrow Transaction. Each escrow transaction will proceed in the following manner:

a) SELLER (or his appointed ATTORNEY) will perform full due diligence on the BUYER after receiving Buyer’s KYC/AML application. After due diligence is successfully completed, the Parties shall fully execute the instant Purchase Agreement and attached Escrow and Fee Agreements.

a) BUYER will wire transfer invoiced amount of fiat to the elected ATTORNEY account at the coordinates below:

Bank Name:	
Bank Address:	
Account N°	
IBAN/ABA Routing N°	
SWIFT Code	
Bank Officer Name	
Bank Officer Telephone Number	
Bank Officer Email	
Account Name	
Account Signatory	





c) If BUYER fails to effectuate the delivery of funds provided for in each tranche, the entire

d) transaction is cancelled, and the instant contract is rendered null.

e) After funds have been deposited, SELLER will send the first tranche of coins to the Buyer's designated wallet.

f) If SELLER fails to effectuate the delivery of the Bitcoins provided for in each tranche, the entire transaction is cancelled, and the instant contract is rendered null (from this point if buyer wishes to terminate the contract, the funds will be returned to the buyer in 24 Hours). Party One will immediately return Buyer's funds as it then retains to Buyer's designated bank account. Although the typical deliver time is 2-3 hours, Seller will be deemed to have failed to effectuate delivery of the Bitcoins if the coins are not sent to Buyer's wallet within Maximum 12 Hours of receipt confirmation of funds in the escrow account.

g) After SIX (6) confirmations on the blockchain, the BTC transaction will be deemed completed and all funds for transaction duly earned and to be then fully released to the SELLER. Once funds are cleared to the SELLER, the commissions will be paid as per scheduled fees in IMFPA.

h) The transaction will be repeated for every daily tranche until contract is completed

16.7 The transaction will be repeated for every daily tranche until contract is completed.

In witness whereof, the parties to this Agreement execute this Sale and Purchase Agreement as of the date and year first above written.

PARTY ONE

(Signed for and on behalf of Seller)

PARTY TWO

(Signed for and on behalf of Buyer)

Name _____

Name _____

Title _____

Title _____

Passport N° _____

Passport N° _____

E-Mail: _____

E-Mail: _____

Signature: _____

Signature: _____

