**CRYPTOCURRENCY PURCHASE & SALE AGREEMENT**

This CRYPTOCURRENCY PURCHASE & SALE AGREEMENT (this “Agreement”), is made and entered into on this day of , , by and between Power Ahead Technology Limited, a company incorporated in Hong Kong, having a business address at 1 Room 02, 12/F, Bonham Commercial Centre, 44-46 Bonham Strand West, Sheung Wan, Hong Kong (“PAT”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Counterparty”, and together with PAT, the “Parties” and each a “Party”). WHEREAS, the Parties desire to enter into periodic Purchase Orders for the purchase and sale of cryptocurrency as set forth herein and therein. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. DEFINITION**

Certain Defined Terms. As used in this Agreement, the following terms shall have the following respective meanings:

“Affiliate” shall mean, in respect of a Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person, and without limiting the generality of the foregoing, (a) in the case of a natural Person, shall include, without limitation, such Person’s spouse, parents, children, siblings, mother-in-law and father-in-law and brothers and sisters-in-law, (b) in the case of an entity, shall include (i) any Person who holds shares as a nominee for such entity, (ii) any shareholder of such entity, (iii) any entity or individual which has a direct or indirect interest in such entity (including, if applicable, any general partner or limited partner) or any fund manager thereof, (iv) any Person that directly or indirectly Controls, is Controlled by, under common Control with, or is managed by such entity, its shareholder, the general partner or the fund manager of such entity or its shareholder, (v) the relatives of any individual referred to in (ii), (iii) and (iv) above, and (vi) any trust Controlled by or held for the benefit of such individuals.

“Agreement” is defined in the introductory paragraph of this Agreement.

“Business Day” shall mean any day that is not a Saturday, Sunday, legal holiday or a day on which banks are required to be closed in Hong Kong.

“Claim” shall mean any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Confidential Information” means any information concerning or referring in any way to the business of one Party, whether or not disclosed to or acquired by the other Party through or as a consequence of performance of this Agreement. For purposes of this Agreement, Confidential Information consists of information proprietary to one Party which is not generally known to the public and which in the ordinary course of business is maintained by such Party as confidential. By way of example and without limitation, Confidential Information consists of computer software, trade secrets, patents, inventions, copyrights, techniques, designs, and other technical information in any way concerning or referring to scientific, technical or mechanical aspects of one Party's products, concepts, processes, machines, engineering, research and development. Confidential Information also includes, without limitation, information in any way concerning or referring to such Party's business methods, business plans, forecasts and projections, operations, organizational structure, finances, customers, funding, pricing, costing, marketing, purchasing, merchandising, sales, products, product information, suppliers, customers, employees or their compensation, data processing, software and all other information designated by such Party as "confidential," whether or not marked or labeled "confidential".

“Confirmation” shall mean the moment when the Parties entered into a Purchase Order in accordance with Section 2.1 of this Agreement regarding the sale and purchase of a specified Cryptocurrency, including: (i) the specific Cryptocurrency, (ii) the amount of such Cryptocurrency, and (iii) the price per Cryptocurrency.

“Control” with respect to any third party, shall have the meaning ascribed to it in Rule 405 under Securities Act, and shall be deemed to exist for any party when such party holds at least thirty percent (30%) of the outstanding voting securities of such third party and no other party owns a greater number of outstanding voting securities of such third party or by other members of such party’s immediate family. Immediate family members include, without limitation, an individual’s spouse, parents, children, siblings, mother-in-law and father-in-law and brothers and sisters-in-law. The terms “Controlling” and “Controlled” have meanings correlative to the foregoing.

“Cryptocurrency” shall mean any cryptocurrencies, decentralized application tokens and protocol tokens, whether issued in a private or public transaction, including but not limited to BTC, BCH, ETH, ETC, LTC, EOS, XRP, USDT etc.

“Cryptocurrency Network” shall mean the peer-to-peer computer network that governs the transfer of the applicable Cryptocurrency.

“Force Majeure” shall mean any event or occurrence whatsoever beyond the reasonable control of that Party, which delays, prevents or hinders that Party from performing any obligation imposed upon that Party under this Agreement, including to the extent such event or occurrence shall delay, prevent or hinder such Party from performing such obligation, war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, lightning, acts of god, national strikes, riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, landslides, avalanches, floods, hurricanes, explosions and regulatory and administrative or similar action or delays to take actions of any governmental authority.

“ICC Rules” shall have the meaning ascribed to it in Section 7.11(ii).

“Liabilities” or “Liability” shall mean, with respect to any Person, all debts, obligations, liabilities owed by such Person of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due.

“Losses” shall have the meaning ascribed to it in Section 4.1.

“Person” means any individual, sole proprietorship, partnership, limited partnership, limited liability company, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental or regulatory authority or other enterprise or entity of any kind or nature.

“Purchase Order” has the meaning ascribed to it in Section 2.1.

“Purchase Price” shall mean the price per applicable Cryptocurrency, whether in certain type of Cryptocurrency or fiat currency, set forth in a Purchase Order multiplied by the number of Purchased Cryptocurrency.

“Purchased Cryptocurrency” shall mean the number and type of Cryptocurrency one Party is obligated to purchase from the other Party set forth in a Purchase Order.

“Securities Act” shall mean the U.S. Securities Act of 1933, as amended.

“Term” shall have the meaning ascribed to it in Section 7.12.

**II. AGREEMENT OF PURCHASE OR SALE OF CRYPTOCURRENCY**

2.1 Purchase Order.

1. Either Party may, from time to time, engage the other Party in discussions regarding the purchase or sale of a certain amount of specific Cryptocurrency (ies) at specified price(s) (each “Transaction” and collectively “Transactions”) via email, telephone, WhatsApp or any other means of communication.
2. Counterparty may submit to PAT, via email, telephone, WhatsApp or any other means of communication, a request to purchase or sell a specified cryptocurrency (a “Trade Request”).
3. Upon receipt of a Trade Request, PAT may provide to Counterparty, via electronic and/or telephonic communication, a price (which may be denominated in a fiat currency or another cryptocurrency) at which it is willing to sell or purchase, as the case may be, a specified quantity of such cryptocurrency (a “PAT Quote”).
4. Counterparty must accept a PAT Quote by electronic and/or telephonic communication within ten (10) seconds of the time the electronic communication is sent or the time of the telephone communication (the “Acceptance Window”); provided that PAT may withdraw a PAT Quote by electronic or telephonic communication at any time prior to acceptance.
5. If Counterparty accepts the PAT Quote within the Acceptance Window, a binding transaction will be deemed to have been executed at the time of acceptance, on the terms set forth in the PAT Quote (a “Purchase Order”).
6. If the PAT Quote is not accepted within the Acceptance Window, the PAT Quote shall be deemed to be rejected and expire and no transaction may be affected in accordance with such PAT Quote.
7. Within one (1) Hong Kong Business Day after the Confirmation, PAT shall deliver a written record form (“Written Purchase Order Form”), including the terms of such Purchase Order agreed by the both Parties, to the Counterparty for record purpose if the discussions or communications are completed or confirmed via any means of communication other than email and the Counterparty shall cooperate or coordinate with the PAT to complete any requirements of PAT internal record system or any legal, administrative, tax requirements by the applicable authorities if necessary. If there is any discrepancy between the Purchase Order and the Written Purchase Order Form, the Purchase Order shall prevail.

2.2 Agreement of Purchase of Cryptocurrency. Subject to Section 2.1, the Counterparty shall, within six (6) hours, deliver or shall direct its agents or designees to deliver, the Purchase Price to PAT by transfer of immediately available funds to the bank account designed by PAT set forth in Exhibit A (each a “PAT Bank Account”) or certain type and amount of Cryptocurrency agreed by PAT on the applicable Cryptocurrency Network to PAT’s applicable location, wallet, address, account or storage device set forth in Exhibit B (each a “PAT Wallet”) upon the Confirmation. Upon the receipt of Purchase Price, PAT Shall, no later than one (1) Hong Kong Business Day or any pro-long period agreed by both Parties, deliver the corresponding Purchased Cryptocurrency to the Counterparty’s applicable location, wallet, address, account or storage device set forth in Exhibit C (each a “Counterparty Wallet”).

2.3 Agreement of Sale of Cryptocurrency. Subject to Section 2.1, the Counterparty shall, within six (6) hours, deliver or shall direct its agents or designees to deliver, the Purchased Cryptocurrency to PAT Wallet upon the Confirmation. Upon the receipt of Purchased Cryptocurrency, PAT Shall, no later than one (1) Hong Kong Business Day or any pro-long period agreed by both Parties, deliver the corresponding Purchase Price to Counterparty Wallet or to the Counterparty’s bank account set forth in Exhibit D (each a “Counterparty Bank Account”).

2.4 Transaction Fee. Each Party shall bear its own fee or cost incurred in connection with the transfer of Cryptocurrency (ies), and the Counterparty shall bear the transaction fee incurred in connection with the transfer of the Purchase Price under this Agreement.

2.5 Tax. The Purchase Price is tax exclusive. Each Party will be responsible for the taxes that may be imposed or levied on it in connection with this Agreement.

**III. REPRESENTATIONS AND WARRANTIES**

Each Party hereby represents and warrants to the other Party as of the date of this Agreement as follows:
3.1 Basic Representations.

1. Status. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
2. Powers. It has the requisite power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement to which it is a party and has taken all necessary action to authorize such execution, delivery and performance;
3. No Violation or Conflict. Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. Consents. All governmental and other consents that are required to have been obtained by it with respect to this Agreement to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and
5. Obligations Binding. Its obligations under this Agreement to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors’ rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

3.2 Absence of Certain Events. No event of default or potential event of default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement to which it is a party.

3.3 Absence of Litigation. There is no pending or, to its knowledge, threatened against it any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement to which it is a party or its ability to perform its obligations under this Agreement.

3.4 Accuracy of Specified Information. All applicable information that is furnished in writing by or on behalf of it to the other party is, as of the date of the information, true, accurate and complete in every material respect.

**IV. INDEMNIFICATION AND LIMITATION OF LIABILITIES**

4.1  Without duplication of any other rights to recovery or indemnity set forth in this Agreement, the Counterparty shall indemnify and defend PAT against, and shall hold the PAT harmless from, any loss, liability, claim, charge, action, suit, proceeding, assessed interest, penalty, damage, tax or expense (collectively, “Losses”, including reasonable attorney’s fee) caused by or resulting from: (i) any breach of any representation and warranty under this Agreement; (ii) any Liability arising out of the Purchase Order; or (iii) any Claim regarding the Purchased Cryptocurrency(ies).

4.2  In no event shall PAT, its Affiliates, or any of their respective officers, directors, agents, employees or representatives, be liable to the other for any special, incidental, indirect, intangible, or consequential damages or damages for loss of profits, whether based on contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with this Agreement, including but not limited to authorized or unauthorized transactions subject to this Agreement.

**V. BREACH OF OBLIGATION**

5.1 In the event a Party breaches its obligations under this Agreement, such Party shall compensate damages suffered by the other Party that are caused by such breach of obligation. To avoid any future confusion, in case the Counterparty failed to deliver, direct its agents or designees to deliver the Purchase Price or the Purchased Cryptocurrency to PAT Bank Account or PAT Wallet, whichever is applicable, within six (6) hours upon the Confirmation (“Failure to Deliver”), then such failure shall be deemed as a breach of this Agreement by the Counterparty, and the Counterparty shall be in default under this Agreement; provided that PAT, in its sole discretion, shall have the right to determine that the Counterparty’s Failure to Deliver is not a breach of this Agreement, and thus the Counterparty is not in default under this Agreement, on a case-by-case scenario, and PAT’s failure to enforce this discretion in one case of Failure to Deliver shall not affect PAT’s right to enforce this discretion in other cases, and PAT’s enforcement of this discretion in one case of Failure to Deliver shall not constitute as a waiver of this Section in other cases.

5.2 Furthermore, in case of such default, in addition to any other available remedy provided by this Agreement or applicable laws to PAT, the Counterparty acknowledges and agrees that it shall be fully and exclusively liable to PAT for any and all of its losses, expenses, fees, costs and damages caused or incidental to the Counterparty’s default, and shall be fully and exclusively responsible to immediately reimburse PAT, in accordance with PAT’s instruction, the amount of losses, expenses, fees, costs and damages reasonably calculated by PAT to PAT’s designated bank account or location, wallet, address, account or storage device, whichever is applicable.

5.3 Failure to Deliver in case of Force Majeure. In case PAT fails to deliver the units of Cryptocurrency(ies) stated in the Purchase Order because of Force Majeure, PAT shall not be responsible or liable to Counterparty for any and all of Counterparty’s damages or liabilities caused by or incidental to such Force Majeure.

**VI. CONFIDENTIALITY AND NON-DISCLOSURE**

6.1 The Counterparty understands the nature of the Confidential Information, and shall conserve the Confidential Information and (i) shall not provide, transfer or disclose the Confidential Information to any third parties, (ii) shall not use the Confidential Information beyond the assumed scope of this Agreement, and (iii) shall not carry out any activities which are contradictory to the nature of confidentiality in relation to the Confidential Information; provided, however, the above shall not apply to the following:

1. Where the Counterparty has a duty of disclosure or disclosure is requested by all applicable laws;
2. When there is a prior written consent by PAT; and
3. In case of disclosure to its or its affiliates’ officers, directors, employees or specialists such as lawyers, certified public accountants, auditors, and tax accountants, etc. (provided, however, that the Counterparty shall notify the other party of such disclosure without delay).

6.2 The above duty of confidentiality shall not apply to the following information:

i. Information which is already known to the public at the time of the disclosure;

1. Information which is already rightfully held by the Counterparty at the time of the disclosure;
2. Information lawfully disclosed by an authorized third party without bearing the duty of confidentiality after disclosure; or
3. Information which becomes known to the public not as a result of an unlawful act of or an event ascribed to the Counterparty who receives such information, after disclosure.

**VII. MISCELLANEOUS**

7.1 Governing Law. This Agreement shall be governed in all respects by the laws of the HONG KONG without regard to conflicts of law principles.

7.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the Parties hereto whose rights or obligations hereunder are affected by such amendments. PAT may assign its rights or delegate its obligations under this Agreement to its Affiliate.

7.3 Entire Agreement. This Agreement, together with all the exhibits hereto and thereto, which are hereby expressly incorporated herein by this reference, constitute the entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

7.4 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other Party; or (b) three (3) Hong Kong Business Days after deposit with an internationally-recognized overnight delivery service, postage prepaid, addressed to the Parties as set forth below with next-business-day delivery guaranteed Hong Kong business day, provided that the sending Party receives a confirmation of delivery from the delivery service provider.

The address of each Party is set forth in Exhibit E and a Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section 7.4 by giving the other Parties written notice of the new address in the manner set forth above.

7.5 Amendments and Waivers. This Agreement may only be amended or modified with the prior written consent of both Parties.

7.6 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of any other Party hereto under this Agreement, shall impair any such right, power or remedy of the aggrieved Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to the Parties shall be cumulative and not alternative.

7.7 Interpretation; Titles and Subtitles. This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

7.8 Counterparts. This Agreement may be executed in one or more counterparts and may be delivered by electronic PDF or facsimile transmission, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

7.9 Severability. Should any provision of this Agreement be determined to be illegal or unenforceable, such determination shall not affect the remaining provisions of this Agreement.

7.10 Pronouns and etc. For all purposes of this Agreement, except as otherwise expressly provided, (a) the defined terms shall have the meanings assigned to them in its definition and include the plural as well as the singular, and pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms; (b) all references in this Agreement to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of the body of this Agreement unless explicitly stated otherwise, and all references in this Agreement to designated exhibits are to the exhibits attached to this Agreement unless explicitly stated otherwise, (c) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision, (d) any reference in this Agreement to any “Party” or any other Person shall be construed so as to include its successors in title, permitted assigns and permitted transferees, and (e) any reference in this Agreement to any agreement or instrument is a reference to that agreement or instrument as amended or novated.

7.11 Dispute Resolution.
7.11.1 Negotiation between Parties; Mediations. The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the relevant Parties, then each Party to the dispute that is a company shall nominate one authorized officer as its representative. The relevant Parties or their representatives, as the case may be, shall, within thirty (30) days of a written request by either Party to call such a meeting, meet in person and alone (except for one assistant for each Party) and shall attempt in good faith to resolve the dispute. If the disputes cannot be resolved by such senior managers in such meeting, the Parties agree that they shall, if requested in writing by either Party, meet within thirty (30) days after such written notification for one (1) day with an impartial mediator and consider dispute resolution alternatives other than formal arbitration. If an alternative method of dispute resolution is not agreed upon within thirty (30) days after the one (1) day mediation, either party to the dispute may begin formal arbitration proceedings to be conducted in accordance with subsection 7.11.2 below. This procedure shall be a prerequisite before taking any additional action hereunder.
7.11.2 Arbitration. In the event the Parties are unable to settle a dispute between them regarding this Agreement in accordance with subsection 7.11.1 above, such dispute shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre in accordance with the Rules of Hong Kong International Arbitration Centre (“HKIAC Rules”) in effect, which rules are deemed to be incorporated by reference into this subsection 7.11.2, subject to the following: (a) the arbitration tribunal shall consist of three arbitrators to be appointed according to the ICC Rules; and (b) the language of the arbitration shall be English. The prevailing Party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

7.12 Term and Termination of Agreement. Subject to this Section 7.12, this Agreement shall remain in effect until terminated by mutual written consent of the Parties. Notwithstanding the above, this Agreement may be terminated (a) by one Party by written notice to the other Party if there has been a material misrepresentation or material breach of a covenant or agreement contained in this Agreement, and such breach, if curable, has not been cured within fourteen (14) days of such notice stating the reason and intention to so terminate, (b) by one Party if, due to change of applicable laws, the consummation of the Purchase Order contemplated hereunder would become prohibited under applicable laws, or (c) by PAT if the Counterparty has not fully perform its obligations after the Confirmation as set forth in Section 2. If this Agreement is terminated pursuant to the provision of Section 7.12, this Agreement will be of no further force or effect, provided that no Party shall be relieved of any Liability for a breach of this Agreement or for any misrepresentation hereunder, nor shall such termination be deemed to constitute a waiver of any available remedy (including specific performance if available) for any such breach or misrepresentation.

7.13 Survival. The provisions of Section 1, Section 5, Section 6, Section 7.1, Section 7.11 and Section 7.13 shall survive the expiration or early termination of this Agreement.

7.14 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Power Ahead Technology Limited:

By:
Name:

Title: Authorized Person

Signature:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

COUNTERPARTY:

By:

Name:

Title:

Signature: