

TOKEN PURCHASE AND SALE AGREEMENT

THIS TOKEN PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2018 ("Effective Date"), by and between _____ (as "Buyer") and Recipico LLC (as "Seller"). Buyer and the Seller are sometimes collectively referred to in this Agreement as the "Parties."

RECITALS:

WHEREAS, the Seller is willing to sell ____ RCIP tokens (the "Tokens"), to the Buyer free and clear of any security interest.

WHEREAS, Buyer desires to purchase the Tokens from the Seller upon the terms, conditions and assurances set forth herein.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Buyer and the Seller, intending to be legally bound, agree as follows:

TERMS OF AGREEMENT:

1. **Effect of Recitals.** The Recitals set forth above are true and correct and incorporated by reference into this Agreement.
2. **Sale and Purchase of the Assets.** The Seller agrees to sell the Tokens to the Buyer and the Buyer agrees to buy the Tokens from the Seller, as of the Effective Date and otherwise subject to the terms and conditions set forth in this Agreement (the "Sale").
3. **Purchase Price.** In consideration of the Sale by the Seller, Buyer shall pay to Seller the sum of \$_____ for the Tokens in U.S Dollars, Ether, Bitcoin, Bitcoin Cash or Litecoin. Buyer shall pay any sales tax due and owing on the Sale, if any.
4. **Closing.** The Closing of Sale (the "Closing") shall occur simultaneously with the execution of this Agreement at the offices of the Seller, or at such other place as the Parties may mutually agree.
5. **Buyer's Acknowledgment.** **BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR RELATING IN ANY WAY TO THE TITLE, VALUE, NATURE, QUALITY, MERCHANTABILITY OR CONDITION OF THE ASSETS, EXCEPT THAT THE ASSETS PASS FROM THE SELLER TO BUYER FREE AND CLEAR OF ANY SECURITY INTEREST IN THE ASSETS.**

6. **Representations and Warranties of Buyer.** Buyer represents and warrants to the Seller the following:

(a) **Organization and Authority.** Buyer is duly organized, validly existing and in good standing under the laws of Florida, and has all requisite corporate power and authority to buy the Assets from the Seller.

(b) **Authority Relative to this Agreement.** Buyer has the requisite power, legal capacity and authority to execute, deliver and perform this Agreement and to take all actions necessary or appropriate to consummate the purchase of the Assets. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate and other action.

(c) **Enforceability.** This Agreement has been duly and validly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

(d) **Consents and Approvals.** There are no other consents, approvals, or authorizations required of Buyer to enter into this Agreement and close on the Sale.

7. **Indemnification**

(a) **By Seller.** The Seller agrees to defend, indemnify and hold harmless Buyer for any loss, damage, liability, obligation, payment, cost or expense (including attorneys' fees) arising, directly or indirectly, out of the inaccuracy of any of the Seller's representations made in this Agreement.

(b) **By Buyer.** Buyer agrees to defend, indemnify and hold harmless the Seller for any loss, damage, liability, obligation, payment, cost or expense (including attorneys' fees) arising, directly or indirectly, out of the inaccuracy of any of the representations made in this Agreement by Buyer and for any breach of any obligation of Buyer set forth herein.

8. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the Sale and shall not be modified except in writing and signed by the Parties.

(b) **Benefit.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, and assigns.

(c) **Notices.** Any notice or demand that must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given: (i) when physically received by personal delivery (which shall include the receipt of a facsimile transmission); (ii) when deposited in United States certified or registered mail, return receipt requested, postage prepaid; or (iii) when deposited with a nationally known commercial courier service providing next day delivery service (such as Federal Express) addressed to the Parties at the following addresses:

To Seller: Recipico LLC
 435 12th Street W
 Bradenton, FL 34205

To Buyer: _____

These addresses may be changed by the giving of written notice as provided in this paragraph.

(d) **Venue and Jurisdiction.** The sole and exclusive venue for any dispute arising out of or related to this Agreement shall be in Hillsborough County, Florida.

(e) **Attorneys' Fees.** In connection with any, litigation, appeal or other proceeding, including bankruptcy assignment for the benefit of creditors or other creditors' reorganization proceedings, arising from or related to this Agreement, the Parties agree that the prevailing party shall recover its attorneys' fees, legal assistants' fees, and costs and expenses thereof.

(f) **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida.

(g) **Assignability.** Neither party may assign its rights hereunder without the written consent of the other party, which consent may be withheld in such party's sole discretion.

(h) **Further Assurances.** Each party shall, without further consideration, take such further action and execute and deliver such further documents as may be reasonably requested by the other party to carry out the provisions and purposes of this Agreement.

(i) **Joint Drafting.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(j) **Counterparts.** This Agreement may be signed in counterparts, each of which when so signed shall be deemed to be an original Agreement, and all of which when taken together shall constitute one and the same Agreement.

(k) **Electronic or Facsimile Signatures.** Electronic or facsimile signatures shall be treated as originals for all purposes.

(l) **Survival of Representations and Warranties.** Each and every representation and warranty of the Parties shall survive Closing.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Recipico LLC

By: _____

Printed name: _____

Its: _____

Date: _____

By: _____

Printed name: _____

Its: _____

Date: _____