

RCS Offering Participation Form 2015

Introduction

Thank you for your interest to purchase shares of RCS' common stock. RCS is offering up to 2,000 shares for purchase under rule 506c of regulation D. Under rule 506c, all subscribers must prove that they are an accredited investor.

Upon completion of this form, RCS will send you the following documentation for review:

- Company Overview
- Term Sheet
- Certificate of Incorporation
- Disclosure Document – Form SCOR
- Subscription agreement

Upon request, RCS will also send business plans for review in the following categories:

- Consumer Products
- Field Services
- Commercial Equipment

Contact Information

Name			
Title	First	Last	Middle
Address			
Street Address		Suite/Apt No.	
City	State	Zip	
Phone		Email	

Accredited Investor Qualification

Definition of “accredited investor” under Rule 501 of Regulation D under the Act

Please carefully review the following statements. If one or more of any of such statements is true of you, then you qualify as an “accredited investor” under the above-referenced Rule. If none of these statements is true of you, then you are not qualified as an “accredited investor.” Please contact the Company should you have any question regarding your status as an “accredited investor.”

True	False	
<input type="checkbox"/>	<input type="checkbox"/>	Subscriber is an individual, and he or she (i) has an individual net worth, or a joint net worth with his or her spouse, in excess of \$1,000,000, or (ii) has had an individual income in excess of \$200,000 in each of the two most recent years, or a joint income with his or her spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year or (iii) is a director or executive officer of the Company.
<input type="checkbox"/>	<input type="checkbox"/>	Subscriber is a trust, not formed for the purpose of acquiring the Shares, with total assets in excess of \$5,000,000 whose purchase is directed by a person with such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment.
<input type="checkbox"/>	<input type="checkbox"/>	Subscriber is a bank, insurance company, investment company registered under the Investment Company Act of 1940, a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, a business development company, a Small Business Investment Company licensed by the U.S. Small Business Administration, a plan with total assets in excess of \$5,000,000 established and maintained by a state for the benefit of its employees, or a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
<input type="checkbox"/>	<input type="checkbox"/>	Subscriber is an employee benefit plan and either all investment decisions are made by a bank, savings and loan association, insurance company, or registered investment advisor, or the Investor has total assets in excess of \$5,000,000 or, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.
<input type="checkbox"/>	<input type="checkbox"/>	Subscriber is (i) a corporation, (ii) a partnership, (c) a business trust or (iv) an organization, described in Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the purpose of acquiring the Shares, and has total assets in excess of \$5,000,000.
<input type="checkbox"/>	<input type="checkbox"/>	Subscriber is not an entity described in the foregoing statements, but each of its equity owners is either an individual or entity described in one of the foregoing statements.

By signing below, the applicant states that he/she qualifies as an accredited investor:

Signature: _____

Date (MM/DD/YYYY):

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into as of _____ by and between Revolutionary Cooling Systems, Inc., a New York corporation, located at 821 Violet Ave, Hyde Park, NY 12538 (hereinafter "RCS"), , and _____ located at _____ (the "Disclosee").

WHEREAS, RCS is in possession of proprietary information, business plans, financial data, trade secrets, know-how methods, concepts, unpublished patent applications, and market research owned by or in the possession of RCS as it relates to its business (collectively referred to as the "RCS' Business").

NOW, THEREFORE, in consideration of the premises, mutual promises, and covenants contained herein, the parties agree as follows:

1. In consideration of receipt of RCS's information, disclosee expressly agrees that it shall not communicate, disclose or make available all or any part of the proprietary information to any non-affiliated third party. Disclosee further expressly agrees that it shall not use the proprietary information received by pursuant to this Agreement, other than for the purpose of evaluating such information as set forth above.
2. Disclosee shall limit dissemination of and access to proprietary information received by it pursuant to this agreement only to those of the receiving party's personnel, independent contractors, lenders and others who require access to proprietary information for the purpose of evaluating the information set forth above; provided, however, that any such independent contractors and/or lenders shall be obligated to fulfill disclosee's obligations of confidentiality, as set out herein. Disclosee shall execute a confidential disclosure agreement before delivering any information to such parties.
3. Disclosee agrees that the RCS proprietary information, all printed material, and other articles, embodying or constituting same, and all copies and written descriptions thereof, now or hereafter supplied by RCS or made by RCS shall be the sole property of RCS. Any proprietary information shall be returned promptly to RCS at RCS's request.
4. Disclosee agrees that the obligations of confidentiality and nonuse hereunder in paragraphs 1 and 2 of this agreement shall apply for a period of five (5) years from the date of this agreement. It is further agreed that the obligations of confidentiality and nonuse imposed in Paragraphs 1 and 2 of this agreement will not in any way apply to disclosee with respect to any of the following information:
 - a. Information which is now, or subsequently no fault of the party receiving that information under this agreement becomes, a part of the public domain.
 - b. Information already known to the party receiving the information under this agreement at the time of disclosure to such parties as evidences by presently existing written documentation as evidenced by writing.
 - c. Information which is subsequently disclosed to the party receiving that information under this agreement by third parties having no obligations of confidentiality to the party that delivered such information under this Agreement.
 - d. Information which is, or was as of the date hereof, independently developed by members of the organization of the party receiving that information under this agreement who have not been exposed to proprietary information delivered under this agreement, provided, however, that the party receiving that information under this agreement shall have the burden of establishing independent development. Nothing in this paragraph shall be construed as granting, in any manner any type of assignment license under any patent, trademark, trade secrets or copyright of either party hereto or any other entity.
5. If litigation shall arise under this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

6. Disclosee shall be entitled to disclose proprietary information under this agreement to the extent that the receiving party becomes compelled to disclose the proprietary information pursuant to court or administrative order, legal process, law or regulation. Before disclosures, however, the party compelled to make such disclosures shall notify the other party hereto of the compelled disclosure and shall cooperate with such other party in seeking a confidentiality agreement, protective order, or other protection of the confidentiality of the proprietary information; provided, however, disclosee shall be under no obligation to pay any money or fees in order to obtain such confidentiality agreement, protective order, or other protection.
7. In the event of a breach or threatened breach of the terms of this agreement, RCS shall be entitled to an injunction restraining disclosee, its officers, employees, or agents about to commit any breach of this agreement from continuing the same, without showing or, proving any actual damage sustained to RCS. Disclosee acknowledges that money damages would be inadequate to compensate RCS for any breach, of this agreement. Nevertheless, in the event of such a breach, RCS, in addition to this injunctive relief, shall be entitled to all other remedies provided for by law, including, but not limited to, an award of damages.
8. Neither the execution of this agreement nor the submission of proprietary information shall obligate RCS or disclosee to enter into any business transactions.
9. The rights, duties, and obligation of the parties and the validity, interpretation, performance, and legal effect of this agreement shall be governed and determined by the internal laws of the state of New York.
10. Disclosee shall indemnify and hold RCS harmless against any claims, lawsuits, and/or damages resulting from disclosee's breach of any terms and/or obligations under this agreement.
11. This document may only be modified in writing signed by the parties to this agreement.

Disclosee

Revolutionary Cooling Systems, Inc.

Signature _____

Signature _____

By: _____

By: _____

Title: _____

Title: _____

Date (MM/DD/YYYY):

Date (MM/DD/YYYY):