

SUBSCRIPTION AGREEMENT

RDE, INC.

Offering of Shares of Common Stock

1. Subscription. The undersigned hereby tenders this subscription and applies to purchase the number indicated below of shares of common stock (the "Shares") in RDE, Inc., a Delaware corporation (the "Company"), pursuant to the terms of this Subscription Agreement. The purchase price of the Shares is \$2.50 per share payable in cash in full upon subscription. Payment instructions are set forth via the payment instructions provided by OpenDeal Broker LLC through its platform found at <https://republic.co>. The undersigned further sets forth statements upon which you may rely to determine the suitability of the undersigned to purchase the Shares. The undersigned understands that the Shares are being offered pursuant to the Offering Circular filed with the Securities and Exchange Commission and its exhibits (the "Offering Circular"). In connection with this subscription, the undersigned represents and warrants that the personal, business and financial information provided to the Company along with this Subscription Agreement is complete and accurate and presents a true statement of the undersigned's financial condition.

2. Representations and Understandings. The undersigned hereby makes the following representations, warranties and agreements and confirms the following understandings:

(i) The undersigned has received a copy of the Offering Circular, has been given the opportunity to read and review it carefully, and has had an opportunity to question representatives of the Company and obtain such additional information concerning the Company as the undersigned requested. All questions of the undersigned have been satisfactorily answered prior to making this investment.

(ii) The undersigned has sufficient experience in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto; or the undersigned has utilized the services of his, her or its financial advisor or other investment representative and together they have sufficient experience in financial and business matters that they are capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto.

(iii) The undersigned has evaluated the risks of this investment in the Company, including those risks particularly described in the Offering Circular, and has determined that the investment is suitable for him, her or it. The undersigned has adequate financial resources for an investment of this character, and at this time could bear a complete loss of his investment.

(iv) The undersigned understands that the Shares are not being registered under the Securities Act of 1933, as amended (the "1933 Act") on the ground that the issuance thereof is exempt under Regulation A of Section 3(b) of the 1933 Act, and that reliance on such exemption is predicated in part on the truth and accuracy of the undersigned's representations and warranties, and those of the other purchasers of Shares.

(v) The amount of this investment by the undersigned does not exceed 10% of the greater of the undersigned's net worth, not including the value of his/her primary residence, or his/her annual income in the prior full calendar year, as calculated in accordance with Rule 501 of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended, unless the undersigned is an "accredited investor," as that term is defined in Rule 501 of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended, the requirements for which are set forth in the Offering Circular. or is the beneficiary of a fiduciary account, or, if the fiduciary of the account or other party is the donor of funds used by the fiduciary account to make this investment, then such donor, who meets the requirements of net worth, annual income or criteria for being an "accredited investor."

(vi) The undersigned has no need for any liquidity in this investment and is able to bear the economic risk of his investment for an indefinite period of time. The undersigned has been advised and is aware that the Company's shares of common stock are quoted on the OTCQB Venture Market under the symbol "RSTN" and that while its common stock has been on the OTCQB Venture Market, there has been limited trading volume and the trading prices have been volatile and there is no guarantee that an active trading market will develop.

(vii) All contacts and contracts between the undersigned and the Company regarding the offer and sale to him or her of Shares have been made within the state indicated below subscriber's signature on the signature page of this Subscription Agreement and the undersigned is a resident of such state.

(viii) The undersigned has relied solely upon the Offering Circular, other material provided by the Company and independent investigations made by him or her or his or her representatives and advisors with respect to the Shares subscribed for herein, and no oral or written representations beyond the Offering Circular and other material provided by the Company have been made to the undersigned or relied upon by the undersigned by the Company, its representatives or assigns, or any other person or entity.

(ix) The undersigned agrees not to transfer or assign this subscription or any interest therein.

(x) The undersigned hereby acknowledges and agrees that, except as may be specifically provided herein, the undersigned is not entitled to withdraw, terminate or revoke this subscription.

(xi) If the undersigned is a partnership, corporation, limited liability company or trust, it has been duly formed, is validly existing, has full power and authority to make this investment, and has not been formed for the specific purpose of investing in the Shares. This Subscription Agreement and all other documents executed in connection with this subscription for Shares are valid, binding and enforceable agreements of the undersigned.

3. Bank arrangements. Payment for the Shares shall be received by the Company from the undersigned by transfer of immediately available funds or other means approved by the Company.

4. Foreign Investors. If the undersigned is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the undersigned hereby represents that he or she has satisfied himself or herself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. The undersigned's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of the undersigned's jurisdiction.

5. Valuation. The undersigned acknowledges that the price of the Shares was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The undersigned further acknowledges that future offerings of securities by the Company may be made at lower valuations, with the result that the undersigned's investment will bear a lower valuation.

6. Indemnification. The undersigned hereby agrees to indemnify and hold harmless the Company and all of its affiliates, attorneys, accountants, employees, officers, directors, shareholders and other agents from any liability, claims, costs, damages, losses or expenses incurred or sustained by them as a result of the

undersigned's representations and warranties herein or otherwise being untrue or inaccurate, or because of a breach of this agreement by the undersigned. The undersigned hereby further agrees that the provisions of Section 6 of this Subscription Agreement will survive the sale, transfer or any attempted sale or transfer of all or any portion of the Shares.

7. **Governing Law.** This Subscription Agreement will be governed by and construed in accordance with the laws of the State of Delaware. The exclusive venue for any legal action under this Agreement will be in the proper forum in the State of Delaware. This clause does not apply to claims brought to enforce any duty or liability created by the Securities Act of 1933 or the Securities Exchange Act of 1934, or the rules and regulations thereunder.

8. **Acknowledgement of Risks Factors.** The undersigned has carefully reviewed and thoroughly understands the risks associated with an investment in the Shares as described in the Offering Circular. The undersigned acknowledges that this investment entails significant risks.

[Signature Appears on the Following Page]

IN WITNESS WHEREOF, the undersigned Investor hereby enters into this Subscription Agreement with RDE, Inc., a Delaware corporation, as of the date written below, and agrees to be bound in all respects by the terms and conditions hereof. The undersigned Investor shall purchase the number of the Shares specified below for the aggregate Purchase Price specified below:

Number of Shares:	<u>«=investment.shares»</u>
Price per Shares:	<u>\$2.50</u>
Total Purchase Price:	<u>«=investment.amount»</u>

«=investment.date»
Date

INVESTOR (if an individual)

«=investor.name»
Print Name

«=investor.signature»
Signature

«=investor.co_subscriber_name»
Print Name of Additional Signatory

«=investor.co_subscriber_signature»
Additional Signature
(If joint tenants or tenants in common)

Address of Principal Residence:

«=investor.street1» «=investor.street2»
«=investor.city»

«=investor.subdivision»
«=investor.country»
«=investor.postal_code»

«=investor.ssn»
U.S. Social Security Number(s)

«=investor.phone»
Telephone Number

«=investor.email»
Email Address

INVESTOR (if an entity)

«=entity.name»
Print Name of Entity

«=entity.signature»
Signature of Authorized Signatory

«=entity.investor_name»
Name of Signatory

«=entity.investor_title»
Title of Signatory

Address of Executive Offices:

«=entity.street1» «=entity.street2»
«=entity.city»

«=entity.subdivision» «=entity.country»
«=entity.postal_code»

«=entity.ein»
U.S. IRS Tax Identification Number

«=entity.phone»
Telephone Number

«=entity.investor_email»
Email Address

SUBSCRIPTION ACCEPTED

Date: «=investment.date»

Name: Ketan Thakker

Title: President and CEO

By: «=issuer.signature»