PRIVATE PLACEMENT MEMORANDUM
CP SECURITY, INC.
9,000,000 SHARES OF COMMON STOCK
OFFERING PRICE: $.50 PER SHARE

We are a Delaware corporation. We were initially formed as a Texas limited liability company, which filed its Articles of Organization with the Texas Secretary of State on December 23, 2011, reorganized in Delaware, filing our Articles of Incorporation with the Delaware Secretary of State on April 22, 2014. In this private placement memorandum (this "Memorandum"), the "Company," "us," "our," and "we" refer to CP SECURITY, INC, a Delaware corporation.

Our unique focus will allow us to capitalize on the revolutionary changes in methods through which money is exchanged. Our goal is to become the world leader in commerce solutions by offering consumers, merchants and banks new alternatives for conducting business. Our mission will be realized by setting the highest standards in service, powerful financial tools, reliability and security. Value to our shareholders will be built by strong customer satisfaction and consistently producing superior, innovative operating results.

We were originally formed as a holding company for intellectual property rights with respect to Card Doctor. The Card Doctor is a protective sleeve that extends the life of cards including, but not limited to, credit and debit cards, driver's licenses, food stamp cards, identification cards, key cards, loyalty cards, and fuel cards. The protective cover encases plastic cards and protects them from abrasion and scratches, while remaining fully functional; consumers can use the cards without having to remove the sleeve. Consumers will no longer have to worry about frequently paying for and replacing cards because of worn out magnetic stripes, security codes and card numbers, merchants will be able to protect their payment equipment from wear and tear, and banks will save money on their card issuances.

Financial transactions occur everyday. Customers end up with countless receipts, merchants pay an average of 2.5% per transaction and both banks and merchants absorb a majority of the liability for fraudulent activities. Although payment systems have been around for years, ReceiptPASS will revolutionize electronic transactions. ReceiptPASS will allow consumers to manage their money through digital receipts. ReceiptPASS will centralize and simplify digitization of receipts on a secure server where consumers can retrieve their receipts and track and itemize their expenses. In addition, merchants will be able to utilize the ReceiptPASS server for bookkeeping purposes. Furthermore, merchants will save money on transaction fees and banks will be able to capitalize on ACH transactions. New features of ReceiptPASS will include itemization of books, audit trails for banks, merchants and the IRS, flat fee charges for payments, point-of-sale systems and closed-loop networks for gift card programs.

We entered into a Reseller Agreement and an Independent Sales Agent Agreement with AccuSource Solutions ("AccuSource"). Pursuant to the Reseller Agreement, AccuSource is a licensed reseller of Card Doctor. In addition, AccuSource shall introduce us to merchants and small banks which need ATM network access and machines. Pursuant to the Independent Sales Agent Agreement, we shall introduce AccuSource to potential customers and receive commissions based upon orders received for office supplies and promotional products sold by AccuSource. See "DESCRIPTION OF OUR BUSINESS" on page 21 for a more detailed explanation.

This offering (the "Offering") consists of the offer and sale of a maximum of 9,000,000 shares (the "Shares") of common stock of the Company, par value $.00001 per share (the "Common Stock"), at a price of $.50 per Share (the "Subscription Price"). The minimum amount to be raised pursuant to this Offering is $2,075,000 and the maximum amount to be raised pursuant to this offering is $4,500,000.

We are offering the Shares on a "best efforts" basis. We shall have the right to close at any time after we have raised a minimum of $500,000. It is anticipated that if we shall elect to close prior to raising $3,925,000 net of the Capmark Fee (hereinafter defined), then there shall be subsequent closings until the earlier to occur of either (i) us raising $3,925,000 net of the Capmark Fee or (ii) the termination of the Offering.

There is currently no market for our Common Stock. We have arbitrarily determined the Subscription Price. The minimum subscription for each of the investors in this Offering (each an "Investor") is $2,500, unless we, in our sole and absolute discretion, elect to accept subscriptions for less than $2,500. We are offering the Shares on a "best efforts" basis.

	Subscription Price	**Proceeds to the Company**[1]
Per Share (1,000,000 Shares)	$.50	$.42
Total Offering (1,000,000 Shares)	$500,000	$419,580.42
Per Share Minimum Offering (4,150,000 Shares)	$.50	$.36
Minimum Offering (4,150,000 Shares)	$2,075,000	$1,500,000
Per Share Maximum Offering (9,000,000)	$.50	$.34
Maximum Offering (9,000,000 Shares)	$4,500,000	$3,925,000

[1] – The Company shall pay $575,000 to Capmark International Corp. to cover all costs associated with the campaign to raise funds pursuant to this Offering (the "Campaign"), legal fees and expenses to Mintz & Fraade, P.C and other fees and expenses. The costs associated with the Campaign include, but are not limited to, the following: (i) the development of a website with interactive capabilities which contains all necessary corporate information including unaudited financial statements for a minimum of two years and a business plan with information detailing the Company's management, any pending litigation, employment

contracts and three (3) years of financial projections; all offering documentation including an explanation of the risk factors and the terms of this Offering; the website shall be in compliance with the applicable securities rules and regulations for each country and/or jurisdiction in which investment funds are to be raised; (ii) a team of technicians including analytical engineers and an executive officer to conduct the Campaign providing services with an estimated cost of approximately one thousand five hundred ($1,500) dollars per day; (iii) the licenses for the social media tools and predictive software utilized in the Campaign; (iv) operating a call center twenty-four (24) hours per day, seven (7) days per week and (v) overhead associated with the Campaign. See "USE OF PROCEEDS" on page 18.

This Offering shall close with the sale of a maximum of 9,000,000 Shares (the "Closing"). This Offering shall terminate on or prior to September 30, 2014, subject to one or more extensions, in our sole and absolute discretion. This Offering may be so extended without amending this Memorandum and without notice to prospective and/or existing Investors.

The Closing shall occur upon the earlier to occur of the following: (i) the Company raising $3,925,000 net of the Capmark Fee or (ii) a date selected by the Company after the Company has raised at least $500,000 pursuant to this Offering. If the Company has not raised $3,925,000 net of the Capmark Fee pursuant to this Offering upon the Closing, then subsequent closings shall occur after the Closing at such times as the Company shall determine until the earliest to occur of the following: (i) the Company raising $3,925,000 net of the Capmark Fee pursuant to this Offering; (ii) a dated selected by the Company or (iii) September 30, 2014, subject to one or more extensions, in the Company's sole and absolute discretion. Counsel shall deliver an opinion with respect to the legality of the Shares upon the Closing and the final subsequent Closing, if any.

We intend to use our best efforts to file a registration statement on Form 10 with the Securities and Exchange Commission as soon after the Closing of this Offering as is feasible. Notwithstanding the filing of the Form 10, in order to prevent trading prior to the time Capmark International Corp. ("Capmark") deems appropriate, the Company shall not seek to become publicly traded for a period of 18 months commencing upon the date of the Closing without the approval of Capmark.

July 11, 2014

Offeree Name: _____ Date: _____

MANY DISCUSSIONS ARE SET FORTH IN THIS MEMORANDUM IN ONE PLACE ONLY AND ARE NOT REPEATED IN ALL APPLICABLE PLACES. ACCORDINGLY, THE ENTIRE MEMORANDUM SHOULD BE REVIEWED PRIOR TO MAKING AN INVESTMENT DECISION.

THE SECURITIES OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM AND THE EXHIBITS ANNEXED HERETO AND THE SUBSCRIPTION PACKAGE (COLLECTIVELY, THE "OFFERING MATERIALS") HAVE NOT BEEN FILED OR REGISTERED WITH OR APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"). THE SEC HAS NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS. NO STATE SECURITIES LAW ADMINISTRATOR HAS PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR THE ADEQUACY OF THE OFFERING MATERIALS AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE INVESTMENT WHICH IS DESCRIBED IN THIS MEMORANDUM INVOLVES A HIGH DEGREE OF RISK AND THE PURCHASE OF THE SECURITIES SHOULD BE CONSIDERED ONLY BY PERSONS WHO: (1) CAN AFFORD TO SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT; (2) HAVE NO NEED FOR LIQUIDITY IN THIS INVESTMENT AND (3) HAVE ADEQUATE MEANS TO PROVIDE FOR THEIR CURRENT AND FUTURE NEEDS, INCLUDING CONTINGENCIES.

INVESTORS SHALL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH, AND UNDERSTAND, THE TERMS OF THIS OFFERING.

THIS OFFERING IS BEING MADE PURSUANT TO AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OF 1933 (THE "ACT"), AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS ("BLUE SKY" LAWS) FOR NON-PUBLIC OFFERINGS AND IN RELIANCE UPON INTENDED COMPLIANCE WITH THE PROVISIONS OF SECTION 4(2) OF THE ACT AND RULE 506 OF REGULATION D PROMULGATED UNDER THE ACT. THE SECURITIES WHICH WILL BE ISSUED SHALL BE RESTRICTED AND CANNOT BE FREELY TRADED. ACCORDINGLY, THE SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, DONATED OR OTHERWISE TRANSFERRED, WHETHER OR NOT FOR CONSIDERATION, UNLESS THE SECURITIES ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION APPLIES. IN ADDITION TO RESTRICTIONS UNDER FEDERAL LAWS, THE SECURITIES PURCHASED IN ONE STATE MAY NOT BE ABLE TO BE RESOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THAT STATE OR ANOTHER STATE UNTIL WE HAVE REGISTERED THE SECURITIES OR UNLESS AN EXEMPTION UNDER STATE SECURITIES LAW APPLIES.

THIS MEMORANDUM CONTAINS A SUMMARY OF CERTAIN PROVISIONS

OF THE DOCUMENTS WHICH RELATE TO THIS OFFERING, AS WELL AS SUMMARIES OF VARIOUS PROVISIONS OF RELEVANT STATUTES AND THE APPLICABLE REGULATIONS THEREUNDER. ALTHOUGH WE BELIEVE THAT THESE SUMMARIES ARE ACCURATE, THESE SUMMARIES DO NOT PURPORT TO BE COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF SUCH DOCUMENTS, STATUTES AND REGULATIONS.

NO SECURITIES MAY BE RESOLD OR OTHERWISE DISPOSED OF BY AN INVESTOR UNLESS, IN THE OPINION OF OUR COUNSEL, REGISTRATION UNDER THE APPLICABLE FEDERAL OR STATE SECURITIES LAWS IS NOT REQUIRED, OR COMPLIANCE IS MADE WITH SUCH REGISTRATION REQUIREMENTS. THE SALE, TRANSFER OR OTHER DISPOSITION OF ANY SECURITIES PURCHASED PURSUANT HERETO IS SUBSTANTIALLY RESTRICTED BY UNITED STATES AND APPLICABLE STATE SECURITIES LAWS. ACCORDINGLY, THE SECURITIES SHOULD NOT BE PURCHASED BY INVESTORS WHO NEED LIQUIDITY IN THEIR INVESTMENTS. AN INVESTOR MAY HAVE TO CONTINUE TO BEAR THE ECONOMIC RISK OF HIS OR HER INVESTMENT FOR AN INDEFINITE PERIOD. THERE CAN BE NO ASSURANCE THAT A MARKET SHALL DEVELOP IN THE FUTURE.

NO PAYMENTS SHALL BE MADE TO REGISTERED BROKER-DEALERS, “FINDERS” OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SALES OF THE SECURITIES UNLESS SUCH PAYMENTS ARE PERMITTED PURSUANT TO FEDERAL AND APPLICABLE STATE SECURITIES LAWS.

THE SUBSCRIPTION PRICE OF THE SECURITIES WAS ARBITRARILY DETERMINED BY US. THERE CAN BE NO ASSURANCE THAT SUCH SUBSCRIPTION PRICE BEARS A RELATIONSHIP TO OUR FINANCIAL POSITION, BOOK VALUE OR ANY OTHER GENERALLY ACCEPTED CRITERIA OF VALUE.

THE OFFEREE, BY ACCEPTING DELIVERY OF THE OFFERING MATERIALS, AGREES TO RETURN THE OFFERING MATERIALS AND ALL ACCOMPANYING AND RELATED DOCUMENTS TO US UPON REQUEST IF THE OFFEREE DOES NOT AGREE TO PURCHASE ANY OF THE SECURITIES OFFERED HEREBY.

THIS OFFERING DOES NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH AN OFFERING OR SOLICITATION IS NOT AUTHORIZED. IN ADDITION, THE OFFERING MATERIALS CONSTITUTE AN OFFER ONLY IF A NAME AND IDENTIFICATION NUMBER APPEAR IN THE APPROPRIATE SPACES PROVIDED ON THE COVER PAGE HEREOF AND ONLY TO THE PERSON WHOSE NAME APPEARS ON THE COVER PAGE.

IF WE AND OUR AFFILIATES ARE INCORRECT IN OUR ASSUMPTIONS AS TO THE CIRCUMSTANCES OF ANY PROSPECTIVE INVESTOR, THEN THE DELIVERY OF THIS MEMORANDUM TO SUCH PROSPECTIVE INVESTOR DOES NOT CONSTITUTE AN OFFER AND THIS MEMORANDUM MUST BE RETURNED TO US IMMEDIATELY.

WE RESERVE THE RIGHT, IN OUR SOLE AND ABSOLUTE DISCRETION, TO REJECT ANY SUBSCRIPTION FOR SECURITIES IN WHOLE OR IN PART.

THIS MEMORANDUM IS STRICTLY CONFIDENTIAL AND MAY NOT BE DISTRIBUTED OR REPRODUCED. ITS CONTENTS MAY NOT BE DIVULGED, IN WHOLE OR IN PART. ANY DISTRIBUTION OR REPRODUCTION OF THIS MEMORANDUM IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, IS UNAUTHORIZED AND FORBIDDEN AND MAY BE A VIOLATION OF FEDERAL AND/OR STATE SECURITIES LAWS.

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION OR GIVE ANY INFORMATION WITH RESPECT TO THIS OFFERING WHICH IS INCONSISTENT WITH THE INFORMATION WHICH IS SET FORTH HEREIN. NO OFFERING LITERATURE OR ADVERTISING IN ANY FORM SHALL BE EMPLOYED IN THE OFFERING OF THE SECURITIES UNLESS SUCH OFFERING LITERATURE IS DATED WITH THE SAME DATE OF THIS MEMORANDUM OR LATER AND THE INFORMATION WHICH IS SET FORTH THEREIN IS CONSISTENT WITH THE INFORMATION WHICH IS SET FORTH HEREIN. IF THERE IS ANY INCONSISTENCY BETWEEN SUCH OFFERING LITERATURE OR ADVERTISING AND ANY INFORMATION WHICH IS SET FORTH HEREIN, OR IF SUCH OFFERING LITERATURE IS DATED PRIOR TO THE DATE OF THIS MEMORANDUM, SUCH OFFERING LITERATURE IS UNAUTHORIZED. NO PROSPECTIVE INVESTOR MAY RELY UPON ANY INFORMATION OR REPRESENTATION WHICH MAY BE MADE OR GIVEN IN VIOLATION OF THIS PARAGRAPH.

CERTAIN NOTICES UNDER STATE SECURITIES LAWS

NOTWITHSTANDING THE FOLLOWING NOTICES, MANAGEMENT BELIEVES THAT SOME OR ALL OF THE RIGHTS OF INVESTORS AND OBLIGATIONS OF THE COMPANY SET FORTH IN THE FOLLOWING NOTICES MAY NOT BE APPLICABLE BECAUSE OF FEDERAL LAWS WHICH SUPERSEDE CERTAIN STATE SECURITIES LAWS AND REGULATIONS. THIS PARAGRAPH IS APPLICABLE TO ANY AND ALL REFERENCES TO STATE SECURITIES LAWS AND REGULATIONS IN THIS PRIVATE PLACEMENT MEMORANDUM.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY UPON

THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSIONS OR REGULATORY AUTHORITY. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE ACT OR THE SECURITIES LAWS OF ANY STATE ("BLUE SKY LAWS") AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH BLUE SKY LAWS. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

California Residents

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Connecticut Residents

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Florida Residents

THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT.

EACH FLORIDA RESIDENT WHO SUBSCRIBES FOR THE PURCHASE

HEREIN SHALL HAVE THE RIGHT, PURSUANT TO SECTION 517.061(11)(A)(5) OF THE FLORIDA SECURITIES ACT, TO WITHDRAW HIS SUBSCRIPTION AND RECEIVE A FULL REFUND OF ALL MONIES PAID WITHIN THREE (3) BUSINESS DAYS AFTER THE EXECUTION OF THIS SUBSCRIPTION AGREEMENT OR PAYMENT FOR HIS INVESTMENT HAS BEEN MADE, WHICHEVER IS LATER. WITHDRAWAL SHALL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO US AT THE ADDRESS SET FORTH IN THE OFFERING DOCUMENTS, INDICATING HIS OR HER INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY. IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED.

New Jersey Residents

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BUREAU OF SECURITIES OF THE STATE OF NEW JERSEY, NOR HAS THE BUREAU PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. THE FILING OF THE WITHIN OFFERING DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE THEREOF BY THE BUREAU OF SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THESE ARE SPECULATIVE SECURITIES AND INVOLVE A HIGH DEGREE OF RISK. THESE SECURITIES ARE OFFERED ONLY TO BONA FIDE ADULT RESIDENTS OF THE STATE OF NEW JERSEY.

New York Residents

THESE OFFERING MATERIALS HAVE NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK BECAUSE OF OUR REPRESENTATION THAT THIS IS INTENDED TO BE A NON PUBLIC OFFERING PURSUANT TO SEC REGULATION D AND THAT IF ALL OF THE CONDITIONS AND LIMITATIONS OF REGULATION D ARE NOT COMPLIED WITH, THE OFFERING WILL BE RESUBMITTED TO THE ATTORNEY GENERAL FOR AMENDED EXEMPTION. THE PURCHASER SHOULD UNDERSTAND THAT ANY OFFERING LITERATURE USED IN CONNECTION WITH THIS OFFERING HAS NOT BEEN PRE-FILED WITH THE ATTORNEY GENERAL AND HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL. THE PURCHASER WILL BE REQUIRED TO REPRESENT THAT IT HAS ADEQUATE MEANS OF PROVIDING FOR ITS CURRENT NEEDS AND POSSIBLE PERSONAL CONTINGENCIES, AND THAT IT HAS NO NEED FOR LIQUIDITY OF THIS INVESTMENT.

Pennsylvania Residents

UNDER THE PROVISIONS OF SECTION 207(M) OF THE PENNSYLVANIA SECURITIES ACT OF 1972, A PENNSYLVANIA RESIDENT WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(D) DIRECTLY FROM AN ISSUER OR AN AFFILIATE OF AN ISSUER SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER MAKING THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED.

EACH PERSON ENTITLED TO EXERCISE THE RIGHT TO WITHDRAW GRANTED BY SECTION 207(M) AND WHO WISHES TO EXERCISE SUCH RIGHT, MUST WITHIN THE AFOREMENTIONED TWO (2) BUSINESS DAYS CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THE OFFERING MATERIALS INDICATING HIS INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM MUST BE SENT AND POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF A PURCHASER IS SENDING A LETTER IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED. SHOULD A PURCHASER MAKE THIS REQUEST ORALLY, THE PURCHASER MUST ASK FOR WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED. AN INVESTOR RESIDING IN PENNSYLVANIA MAY NOT SELL HIS OR HER SECURITIES WITHIN TWELVE (12) MONTHS AFTER THE DATE OF HIS PURCHASE.

Assumptions and forward-looking statements

Some of the statements and information presented in this Memorandum may contain projections or other forward-looking statements with respect to future events or the future financial performance of CP Security, Inc. (the "Company") as defined by Section 27(a) of the Securities Act of 1933, as amended, and Section 21(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Sentences which incorporate words such as "believes," "intends," "expects," "predicts," "may," "will," "should," "contemplates," "anticipates," or similar statements are based upon management's current expectations or beliefs. These projections and forward-looking statements are not a guarantee of performance and are subject to a number of uncertainties and other factors, many of which are outside of the Company's control, which could cause actual events to differ materially from those expressed or implied by our projections or forward-looking statements. The most important factors which could prevent the Company from achieving its stated goals include, but are not limited to, the following: (i) the current uncertainty in the global financial markets and the global economy, (ii) disruptions in the financial markets which could affect the Company's ability to obtain additional funding, (iii) public acceptance of our services, (iv) government regulations affecting financial markets, including, but not limited to, regulations with respect to the implementation of the JOBS Act, (v) our ability to grow our operations, (vi) our ability to penetrate markets, and (vii) our need for additional financing in order to fund our operations effectively. Additional factors include, but are not limited to, the Company's ability to do the following: (i) meet customer demands and generate acceptable margins, (ii) defend intellectual property and proprietary rights, (iii) adapt to rapid technological changes which lead to further competition, and (iv) attract and retain qualified management and personnel.

Notwithstanding the preceding paragraph, the safe harbor for forward-looking statements pursuant to the Private Securities Litigation Reform Act of 1995 (the "PSLRA") is not available for statements made in a Private Placement Memorandum.

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SCHEDULE OF EXHIBITS

OUR MISSION

The goal of CP Security, Inc. is to become the world leader in commerce solutions by offering consumers, merchants and banks new alternatives for conducting business. Our mission will be realized by setting the highest standards in service, powerful financial tools, reliability and security. Value to our shareholders will be built by strong customer satisfaction and consistently producing superior, innovative operating results.

SUMMARY OF THE OFFERING

This section of the Memorandum is intended as a summary only. Each prospective Investor should read the Memorandum in its entirety for a more detailed description of the transaction. The following summary is qualified in its entirety by reference to the full text of the Memorandum.

Our Business

We are a Delaware corporation. We were initially formed as a Texas limited liability company, which filed its Articles of Organization with the Texas Secretary of State on December 23, 2011, reorganized in Delaware, filing our Articles of Incorporation with the Delaware Secretary of State on April 22, 2014.

Our unique focus will allow us to capitalize on the revolutionary changes in methods through which money is exchanged. Our goal is to become the world leader in commerce solutions by offering consumers, merchants and banks new alternatives for conducting business. Our mission will be realized by setting the highest standards in service, powerful financial tools, reliability and security. Value to our shareholders will be built by strong customer satisfaction and consistently producing superior, innovative operating results.

We were originally formed as a holding company for intellectual property rights with respect to Card Doctor. Card Doctor is a fully-functioning card protector. The protective sleeve extends the life of cards including, but not limited to, credit and debit cards, driver's licenses, food stamp cards, green cards, identification cards, key cards, loyalty cards, and fuel cards. Consumers will no longer have to worry about frequently paying for and replacing cards because of worn out magnetic stripes, cvv codes and card numbers, merchants will be able to protect their payment equipment from wear and tear, and banks will save money on their card issuances.

Although payment systems have been around for years, ReceiptPASS will revolutionize electronic transactions. ReceiptPASS will allow consumers to manage their money through digital receipts, merchants will save money on transaction fees, and banks will be able to capitalize on ACH transactions.

We entered into a Reseller Agreement and an Independent Sales Agent Agreement with AccuSource Solutions ("AccuSource"). Pursuant to the Reseller Agreement, AccuSource is a licensed reseller of Card Doctor. In addition, AccuSource shall introduce us to merchants and small banks which need ATM network access and machines. Pursuant to the Independent Sales Agent Agreement, we shall introduce AccuSource to potential customers and receive commissions based upon orders received for office supplies and promotional products sold by AccuSource. See "DESCRIPTION OF OUR BUSINESS" on page 21 for a more detailed explanation.

The Offering

Securities Offered:	a maximum of 9,000,000 Shares
Common Stock Outstanding Prior to the Offering:	39,000,000 shares of Common Stock of which 9,000,000 shall be held in escrow by Mintz & Fraade, P.C. pursuant to an Escrow Agreement and shall be released from escrow upon the Company attaining certain revenue and pretax profits. See "SECURITIES INFORMATION" on page 30.
Common Stock Outstanding After Maximum Offering:	48,000,000 shares of Common Stock
Preferred Stock Outstanding Prior to the Offering:	None
Outstanding Warrants and Options:	None
Purchase Price:	$. 50 per Share
Terms of the Offering:	The Offering shall terminate upon September 30, 2014, subject to one or more extensions, in our sole and absolute discretion. We are offering the Shares with a minimum amount to be raised of $2,075,000 and a maximum amount to be raised of $4,500,000. We are offering the Shares on a "best efforts" basis. We shall have the right to close at any time after we have raised a minimum of $500,000. It is anticipated that if we shall elect to close prior to raising $3,925,000 net of the Capmark Fee, then there shall be subsequent closings until the earlier to occur of either (i) us raising $3,925,000 net of the Capmark Fee or (ii) the termination of the Offering. The Closing shall occur upon the following: (i) the Company raising $1,500,000 net of the Capmark Fee; (ii) the Company raising $3,925,000 net of the Capmark Fee or (iii) a date selected by the Company after the

	Company has raised at least $500,000 pursuant to this Offering. If the Company has not raised $3,925,000 net of the Capmark Fee pursuant to this Offering upon the Closing, then subsequent closings shall occur after the Closing at such times as the Company shall determine until the earliest to occur of the following: (i) the Company raising $3,925,000 net of the Capmark Fee pursuant to this Offering; (ii) a date selected by the Company or (iii) September 30, 2014, subject to one or more extensions, in the Company's sole and absolute discretion. Counsel shall deliver an opinion with respect to the legality of the Shares upon the Closing and the final subsequent Closing, if any.
Use of Proceeds:	Assuming the sale of 4,150,000 shares of Common Stock offered pursuant to this Memorandum, we expect our net proceeds to be approximately $1,500,000. Assuming a sale of all 9,000,000 Shares offered pursuant to this Memorandum, we expect our net proceeds to be approximately $3,925,000. The Company shall pay $575,000 to Capmark International Corp. to cover all costs associated with the Campaign, legal fees and expenses to Mintz & Fraade, P.C and other fees and expenses. The costs associated with the Campaign include, but are not limited to, the following: (i) the development of a website with interactive capabilities which contains all necessary corporate information including unaudited financial statements for a minimum of two years and a business plan with information detailing the Company's management, any pending litigation, employment contracts and three (3) years of financial projections; all offering documentation including an explanation of the risk factors and the terms of this Offering; the website shall be in compliance with the applicable securities rules and regulations for each country and/or

	jurisdiction in which investment funds are to be raised; (ii) a team of technicians including analytical engineers and an executive officer to conduct the Campaign providing services with an estimated cost of approximately one thousand five hundred ($1,500) dollars per day; (iii) the licenses for the social media tools and predictive software utilized in the Campaign; (iv) operating a call center twenty-four (24) hours per day, seven (7) days per week and (v) overhead associated with the Campaign. We presently intend to use the net proceeds of this Offering for (i) marketing and promoting Card Doctor and ReceiptPASS; (ii) developing and testing hardware; (iii) equipment and fixtures; (iv) office lease (v) insurance; (vi) consultations; (vii) compliance auditing; (viii) developing and testing server licensing; (ix) software licenses; (x) inventory and (xi) salary and wages. Although we intend to use the proceeds substantially as stated in this Memorandum, we have the right, in our sole and absolute discretion, to vary the use of the proceeds from the amounts set forth in the "USE OF PROCEEDS" section which are herein set forth. See "USE OF PROCEEDS" on page 18.
Risk Factors:	The securities offered hereby involve a high degree of risk. There can be and are no guarantees of profit, or against loss, as a result of purchasing the Securities. Only those Investors who can afford immediate and substantial dilution or even a total loss of their investment should consider purchasing the Securities. See "RISK FACTORS" on page 9.

TERMS OF THE OFFERING

Offering Procedures

We are offering a minimum of 4,150,000 shares of Common Stock and a maximum of 9,000,000 shares of Common Stock.

We are offering the Shares on a "best efforts" basis. We shall have the right to close at any time after we have raised a minimum of $500,000. It is anticipated that if we shall elect to close prior to raising $3,925,000 net of the Capmark Fee[1], then there shall be subsequent closings until the earlier to occur of either (i) us raising $3,925,000 net of the Capmark Fee or (ii) the termination of the Offering.

The Closing shall occur upon the earlier to occur of the following: (i) the Company raising $3,925,000 net of the Capmark Fee or (ii) a date selected by the Company after the Company has raised at least $500,000 pursuant to this Offering. If the Company has not raised $3,925,000 net of the Capmark Fee pursuant to this Offering upon the Closing, then subsequent closings shall occur after the Closing at such times as the Company shall determine until the earliest to occur of the following: (i) the Company raising $3,925,000 net of the Capmark Fee pursuant to this Offering; (ii) a date selected by the Company or (iii) September 30, 2014, subject to one or more extensions, in the Company's sole and absolute discretion. Counsel shall deliver an opinion with respect to the legality of the Shares upon the Closing and the final subsequent Closing, if any.

The Offering shall terminate on September 30, 2014, subject to one or more extensions, in our sole and absolute discretion. The Offering may be so extended without amending this Memorandum and without notice to prospective and/or existing Investors.

Members of our management and their affiliates and Capmark International Corp., its shareholders, officers and directors and their affiliates may purchase Shares for

[1] Pursuant to our agreement with Capmark, we have agreed to pay to Capmark a fee of $575,000 from the proceeds of this Offering (the "Capmark Fee"). The Capmark Fee shall be paid as follows: (A) if the Closing occurs upon the Company raising $3,925,000 net of the Capmark Fee, then upon the Closing, the Escrow Agent shall pay the Capmark Fee to Capmark from the Proceeds; and (B) if the Closing occurs prior to the Company raising $3,925,000 net of the Capmark Fee, then the Campaign Fee shall be paid as follows. (i) Upon the Closing and each subsequent closing, the Escrow Agent shall pay a portion of the Capmark Fee (the "Partial Capmark Fee") which shall be equal to the Capmark Fee reduced by all of the Partial Capmark Fees which shall be payable to Capmark by the Company upon a date to be determined prior to each closing by agreement between the Company and Capmark. (ii) The Partial Capmark Fee for each closing shall be determined by multiplying the Capmark Fee by a fraction, the numerator of which is the amount raised pursuant to such closing and the denominator of which is $4,500,000. For example, if the Closing occurs upon the Company raising $1,000,000, then the Partial Capmark Fee which shall be paid by the Escrow Agent from the Proceeds to Capmark upon the Closing shall be $127,778, which is the Capmark Fee ($575,000) multiplied by a fraction of which the numerator is $1,000,000 and the denominator is $4,500,000. (iii) Notwithstanding "(ii)"above, Capmark, may, in its sole and absolute discretion, defer payment of a portion or all of any Partial Capmark Fee or Capmark Fee. Capmark shall have the right, in its sole and absolute discretion, to determine when payment of such deferred Partial Capmark Fee or Capmark Fee shall be due.

their own accounts.

We reserve the right, in our sole and absolute discretion, to withdraw or modify this Offering and to reject any subscription for the Shares in whole or in part. In the event of a complete rejection, we shall return to the prospective Investor all of his or her subscription documents and subscription funds, without interest. In the event of a partial rejection, we shall return to the applicable Investor the appropriate portion of his or her subscription funds without interest, and the applicable Investor shall be required to deliver to us promptly such other documents as we may request, including, but not limited to, a newly executed Subscription Agreement.

Subscription Price of the Securities

The Subscription Price is $.50 per Share. The minimum subscription for each of the investors in this Offering (each an "Investor") is $2,500, unless we, in our sole and absolute discretion, elect to accept subscriptions for less than $2,500. The investment is payable by each Investor upon delivery of a duly completed Subscription Agreement and the other required documents as set forth below in "Method of Purchasing the Securities".

Plan of Distribution

We shall solicit subscriptions for the Shares on a "best efforts" basis on our own behalf. However, we reserve the right, subject to the consent of Capmark, to utilize a placement agent to solicit subscriptions for the Shares on a "best efforts" basis on our behalf. If we decide to pay a selling commission or any other compensation to any person(s) or entity(ies) with respect to the sale of the Shares, subject to the consent of Capmark, such commission or compensation shall be paid by Capmark from the Capmark Fee (as defined in the next paragraph); provided, however, that no payments shall be made unless such payments are permitted pursuant to federal and applicable state securities laws.

The Offering shall be conducted through both the Campaign and the Angel Investment Network's online portal. The listing on the Angel Investment Network's online portal shall be pursuant to an agreement with TecExit, LLC ("TecExit"). TecExit has an exclusive license for the Angel Investment Network's online portal in the United States, Canada and Israel. Prior to the Offering being listed on the Angel Investment Network's online portal, the Company shall pay listing fees to TecExit of four hundred ninety-nine ($499) dollars. If Capmark receives the Capmark Fee, upon the Company receiving an aggregate of five hundred thousand ($500,000) dollars from any source, Capmark shall pay fifty thousand ($50,000) dollars to TecExit; provided, however, that if the source of any of the aforesaid five hundred thousand ($500,000) dollars is from the operations of the Company, the Company's net profits shall be utilized and not the Company's gross revenues. The Offering shall be listed on the Angel Investment Network's online portal for a period of ninety (90) days which may be extended by Capmark in its sole and absolute discretion. The Offering may also be conducted through

any other means selected by the Company.

Method of Purchasing the Shares

Offers to purchase the Securities should be made by completing, signing and returning to

Mintz & Fraade, P.C.
488 Madison Avenue, Suite 1100
New York, New York 10022
Attn: Alan P. Fraade, Esq.

(1) the Subscription Agreement, substantially in the form which is annexed hereto as Exhibit "A";

(2) the Purchaser Questionnaire, substantially in the form which is annexed hereto as Exhibit "B"; and

(3) either (A) a check payable to "MINTZ & FRAADE, P.C. ATTORNEY ESCROW ACCOUNT" in an amount equal to the number of Shares subscribed for multiplied by $.50 or (B) a wire transfer to the account set forth in the Subscription Agreement in an amount equal to the number of Shares subscribed for multiplied by $.50.

RISK FACTORS

An investment in our securities involves a high degree of risk. If any of the risks stated below actually occur, our business, financial conditions and operations shall be materially affected.

Risks Related to Our Business

Our business is difficult to evaluate because we have limited operating history.

Potential Investors should be aware of the difficulties generally encountered by an enterprise with limited operating history. These difficulties include, but are not limited to, marketing, competition and unanticipated costs and expenses. Because of our lack of operating history, limited revenues or earnings and limited assets, there is a risk that we will be unable to operate. The cost of operating our business is high because of the costly nature of the operations, facilities, and other infrastructure and supplies. Although we intend to expand operations and grow, our capital is limited and for the near future, it is likely that we will sustain operating expenses without corresponding revenues. We are likely to have continually increasing net operating losses until we successfully develop the various features of ReceiptPASS and develop and manufacture smart card protectors. There can be no guarantee that we will be able to successfully develop, produce and market our products.

If we sell less than all of the offered Shares, we may be unable to obtain sufficient capital to implement and sustain our business or pursue our growth strategy.

If we are unable to sell the 9,000,000 Shares or if we do not generate sufficient funds from our operations, we may have to seek other sources of financing in order to fund our ongoing operational needs. If we obtain additional funds through an offering of additional securities, investors in this Offering may be subject to a substantial dilution in their ownership interest of us. If we obtain additional funds through a debt offering, our ability to generate a profit may be adversely affected and investors may lose all or substantially all of their investment. If adequate funds are not available from operations or additional sources of financing, our business will be materially adversely affected.

Even if we sell 9,000,000 Shares in this Offering, there can be no assurance that we will have sufficient funds to continue the development and marketing of our Products and we will likely need to raise additional capital to fund our ongoing operational needs.

Even if we sell all of the offered Shares, we may need additional financing to develop our business and to meet our capital requirements.

We believe that the proceeds of this Offering shall be sufficient to enable us to engage in operations to the extent that we believe desirable. See the “USE OF PROCEEDS”.

The sale of the Shares offered shall enable us to engage in preliminary operations. We anticipate, based upon our internal forecasts and assumptions relating to our operations, that the proceeds from this Offering, together with anticipated revenues from operations, shall be sufficient to satisfy our contemplated cash requirements for in excess of 12 months after the Closing of this Offering.

Even if we sell the Securities offered pursuant to this Memorandum, we may need additional financing to meet our capital requirements to engage in our business. Thus, if we are unable to obtain additional financing, it is possible that we may be unable to achieve our stated business objectives.

We shall be dependent upon the following: (i) future earnings; (ii) the availability of funds from private sources, including, but not limited to, our shareholders and loans (iii) private or public offerings of our securities and (iv) the availability of funds from other sources. If additional capital is raised through borrowing or other debt financing, which we may not be able to obtain, we will incur substantial interest expenses. Sales of equity to raise needed capital would dilute, on a pro-rata basis, the percentage of ownership of all holders of common stock. Further, market conditions for private and public offerings are subject to uncertainty and there can be no assurance when or whether a private and/or public offering shall be successfully completed or that other funds shall be made available to us. In view of our limited operating history, our ability to obtain additional funds may be limited. Such financing may only be available, if at all, upon terms and conditions which may not be reasonable and/or acceptable to us. If adequate funds are not available from operations or additional sources of financing, our business shall be materially adversely affected. Therefore, although selling the total amount of Securities offered shall best meet our plans for business operations, there remains a risk that an investor may experience a complete loss of his investment if we require additional funding but do not obtain it.

We may be unable to obtain market acceptance to expand our operations.

We shall require significant expenditures, management resources and time to develop and market our products and services. There can be no assurance that we shall be successful in gaining market acceptance of our products and services.

Competitors may hinder our ability to succeed.

Although Management does not believe there are any direct competitors on the market with respect to Card Doctor, larger companies with greater financial, marketing and other resources could develop a similar product in the future.

The credit card processing industry is extremely competitive and our Management believes that we may have numerous competitors with respect to ReceiptPASS. Many of these competitors offer a wider range of services, have broader name recognition and have larger customer bases. However, Management does not believe competitors provide a paperless receipt system. See “Competition” on page 24 for additional details.

Our ability to implement our business plan depends upon the scope of our intellectual property rights and not infringing upon the intellectual property rights of others. The validity, enforceability and commercial value of these rights are highly uncertain.

Our ability to compete effectively with other companies is materially dependent upon the proprietary nature of our technologies. We have six (6) U.S. patents that are pending and we anticipate filing additional international patents. We also intend to rely upon trade secrets to protect our technology and products.

We cannot guarantee that steps to protect against infringement and misappropriation of our intellectual property will be effective. Third parties in non-U.S. jurisdictions might infringe on our patents with impunity, or may acquire patents covering intellectual property for which we obtain patents in the U.S., or equivalent intellectual property.

Third parties may seek to challenge, invalidate, circumvent or render unenforceable any patents or proprietary rights owned or licensed by us in the future based upon, among other things:

- subsequently discovered prior art (earlier publications which show the invention is not new or the invention is obvious thus invalidating the patent);
- lack of entitlement to the priority of an earlier, related application; or
- failure to comply with the written description, best mode, enablement or other applicable requirements.

In general, we are at risk that:

- patents may be granted to other persons in the United States or in foreign jurisdictions with respect to the patent applications filed by us; and
- patents issued to us may be infringed, invalidated or circumvented by others.

The United States Patent and Trademark Office currently has a significant backlog of patent applications, and the approval or rejection of patents may take several years. Prior to actual issuance, the contents of United States patent applications are generally published 18 months after filing. Once issued, such a patent would constitute prior art from its filing date, which might predate the date of a patent application upon which we rely. Conceivably, the issuance of such a prior art patent, or the discovery of "prior art" of which we are currently unaware, could invalidate a patent of ours or prevent commercialization of a product related thereto.

Although we intend to generally conduct a cursory review of issued patents prior to engaging in research or development activities, we may be required to obtain a license

from others to commercialize any of our new products under development. If patents which cover our existing or new products are issued to other companies, there can be no assurance that any necessary license could be obtained by us upon favorable terms or at all. We may be required to stop developing or marketing our products or have to redesign our products.

There can be no assurance that we will not be required to resort to litigation to protect our future patented technologies and other proprietary rights or that we will not be the subject of additional patent litigation to defend our existing and proposed products and processes against claims of patent infringement or any other intellectual property claims. Such litigation could result in substantial costs, diversion of management's attention, and diversion of our resources.

We intend to protect our trade secrets, including the processes, concepts, ideas and documentation associated with our technologies, through the use of confidentiality agreements and non-competition agreements with our employees, and with other parties to whom we may divulge such trade secrets. If our employees or other parties breach our confidentiality agreements and non-competition agreements or if these agreements are not sufficient to protect our technology or are found to be unenforceable, our competitors could acquire and use information which we consider to be our trade secrets and we may not be able to compete effectively.

We may decide for business reasons to retain certain knowledge which we consider proprietary as confidential and elect to protect such information as a trade secret, as business confidential information or as know-how. In that event, we must rely upon trade secrets, know-how, confidentiality and non-disclosure agreements and continuing technological innovation to maintain our competitive position. There can be no assurance that others will not independently develop substantially equivalent proprietary information or otherwise gain access to or disclose such information.

We may experience significant fluctuations in our operating results.

Our revenues and operating results may fluctuate due to a combination of factors. The ACH industry relies on the volume of transactions. With the start of the recession in 2008, the volume of electronic transactions dramatically decreased. As the economy has started to recover and consumer confidence improves, demand for products and services have fueled the volume of electronic transactions. However, there is no guarantee electronic payment transactions will remain constant or increase in the future. In addition, new technology could nullify the need for plastic cards two to five years down the road. In order to remain competitive within the industry, we must maintain and keep up to date with new advances in electronic transactions. Consequently, it is highly uncertain what our operating results will be in the near future. Our revenues and operating results may also fluctuate based upon the number and extent of potential financing activities. Thus, there can be no assurance that we will be able to reach profitability on a quarterly or annual basis.

Risks Related to Our Financial Forecasts

Exhibit "E" sets forth a table which summarizes our financial forecasts with respect to revenues and expenses over a five year period. There can be no assurance that we shall be able to achieve the financial forecasts upon which Exhibit "E" is based. The forecasts which are contained in Exhibit "E" were prepared by our management based upon assumptions concerning circumstances and events which have not yet occurred. The anticipated results which are set forth therein are subject to changes and variations as future operations and events actually occur. Moreover, although we reasonably expect, to the best of our knowledge and belief, that the results to be achieved by us will be as set forth in the forecasts, such forecasts are not guarantees, and there can be no assurance that any of the potential benefits which are described therein will occur. Furthermore, there may be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected and the differences may be material.

Risks Related to Our Management

Our success depends upon certain key members of management, the loss of whom could disrupt our business operations.

We depend upon the services of Walter Steelman, our Chief Executive Officer, Kristopher Barnings, our Chief Operating Officer, Matthew Carpenter, our Executive Director of IT and John Brewer, our Executive Director of Systems Development. The loss of services of Mr. Steelman, Mr. Barnings, Mr. Carpenter and/or Mr. Brewer could adversely disrupt our operations.

Walter Steelman, our Chief Executive Officer, Matthew Carpenter, our Executive Director of IT and John Brewer, our Executive Director of Systems Development have other obligations and commitments.

In addition to serving as our Chief Executive Officer, Walter Steelman also serves as the Production Manager and Art Director for Data Flow, Inc. Because Walter Steelman cannot dedicate 100% of his time to our Company, this could have a material adverse effect upon our business, results of operations and financial condition.

In addition to serving as our Executive Director of IT, Matthew Carpenter also serves as the President of Innovative Financial Tech, President of Amarillo Wireless and Senior Software Developer for Happy State Bank. Because Matthew Carpenter cannot dedicate 100% of his time to our Company, this could have a material adverse effect upon our business, results of operations and financial condition.

In addition to serving as our Executive Director of Systems Development, John Brewer also serves as a Programmer for Maxor Pharmacy Services. Because John Brewer cannot dedicate 100% of his time to our Company, this could have a material adverse effect upon our business, results of operations and financial condition.

Our Directors and Officers will have substantial influence over our operations and control substantially all of our business matters. Initially Walter Steelman, Dean McLain and Kristopher Barnings will comprise the entire Board of Directors. They will serve full-time in these positions.

The members of the Board of Directors are Walter Steelman, Dean McLain and Kristopher Barnings. They are responsible for conducting and managing our day-to-day operations. We rely completely upon the judgment of such three people in making business decisions on matters which require the judgment of the Board of Directors.

We are dependent upon attracting and retaining highly skilled personnel.

We believe our future success will depend largely upon our ability to attract and retain highly skilled management, consultants and advisors in the following areas: operations, sales and marketing and finance. Competition for such personnel is intense and there can be no assurance that we will be successful in attracting and retaining such personnel. The inability to attract or retain qualified personnel in the future, or delays in hiring required personnel, particularly consultants providing research and development, sales and marketing, and chartering operations services, could have a material adverse effect upon our business, results of operations and financial condition.

Our Management will have discretion with respect to certain items in the Use of Proceeds from this Offering.

Our management intends to use the proceeds substantially as stated in the "Use of Proceeds" section of this Memorandum. Notwithstanding the foregoing, our management has the right, in its sole and absolute discretion, to vary the use of the proceeds.

There can be no assurance that our management's use of proceeds generated through this Offering will prove optimal or translate into revenue or profitability for the Company. Investors are urged to consult with their attorneys, accountants and personal investment advisors prior to making any decision to invest in the Company.

As is the case with any business, particularly one with limited operations, it should be expected that certain expenses unforeseeable to our management at this juncture will arise in the future.

Risks Related to Our Shares

The Shares being offered pursuant to this Memorandum are not registered with the Securities and Exchange Commission.

The Shares being offered pursuant to this Memorandum have not been registered pursuant to the 1933 Act or under the securities laws of any state ("blue sky" laws). They are offered pursuant to an exemption from registration under the 1933 Act in reliance

upon intended compliance with the provisions of Section 4(2) of the 1933 Act and Rule 506 of Regulation D thereunder. The Shares which we shall issue will be restricted and cannot be freely traded. Accordingly, the Shares may not be sold, pledged, hypothecated, donated or otherwise transferred, whether or not for consideration, unless the Shares are registered or unless an exemption from registration applies. Although the Shares will not be registered in various states, we shall comply with the registration or other qualification requirements concerning the offering of securities in each state in which the Shares will be offered. In addition to restrictions under federal laws, the Shares purchased in one state cannot be sold, transferred, pledged or hypothecated in another state unless an exemption under state securities law applies.

There is no present market for the Shares, and there can be no assurance that any will develop. We are not presently a reporting company under either Section 13(a) or 15(d) of the 1934 Act and therefore, we do not presently file any reports with the SEC. We can give no assurance that we will ever become a reporting company. In addition, there can be no assurance if, and when, a public market will develop and whether our Shares will be able to be resold either at or near their original offering price. Investors should understand that the Shares are not liquid and may have little or no value if an Investor desires to liquidate his or her investment in the Shares. Accordingly, the Shares should not be purchased by anyone who requires liquidity or who cannot afford a complete loss of his investment.

The lack of liquidity and significant risks associated with an investment in our company makes the purchase of the Shares suitable only for an Investor who has substantial net worth, who has no need for liquidity with respect to this investment, who understands the risks involved and has reviewed these risks with his or her legal and investment advisors, and who has adequate means of providing for his or her current and foreseeable needs and contingencies.

The Subscription Price of the Shares pursuant to this Offering has been arbitrarily determined.

We have arbitrarily determined the Subscription Price of the Shares and such Subscription Price should not be construed as indicative of the value of the Shares. We can give no assurance that any of the Shares, if transferable, could be sold for the Subscription Price or for any other amount.

We have never paid dividends on our common stock.

We have never paid any dividends on our Common Stock. Although our management intends to pay cash dividends on our Common Stock, there can be no assurance that we shall have sufficient earnings to pay any dividends with respect to our Common Stock. It is our present intention to distribute securities received in our portfolio companies to our stockholders, however there can be no assurance that we shall do so. Moreover, even if we have sufficient earnings, we are not obligated to declare dividends with respect to our Common Stock. The future declaration of any cash or stock

dividends shall be in the sole and absolute discretion of the Board of Directors and shall depend upon our earnings, capital requirements, financial position, general economic conditions and other pertinent factors. It is also possible that the terms of any future debt financing may restrict the payment of dividends. To date, no dividends have been paid on our Common Stock and we presently intend to retain earnings, if any, for the development and expansion of our business.

We may issue more shares in future offerings, which will result in substantial dilution to our shareholders.

Our Certificate of Incorporation authorizes the issuance of a maximum of 100,000,000 shares of Common Stock. Any additional offerings of Common Stock effected by us may result in substantial dilution in the percentage of our common stock held by our then existing stockholders. Moreover, the Common Stock issued in any such offering may be valued upon an arbitrary or non-arm's-length basis by our Management, resulting in an additional reduction in the percentage of Common Stock held by our then existing shareholders. To the extent that additional shares of Common Stock are issued, dilution of the interests of our stockholders will occur and the rights of the holders of common stock might be materially adversely affected.

As a result of this offering, there will be immediate substantial dilution.

The purchasers of the Shares being offered hereby shall incur an immediate and substantial dilution in the pro forma net tangible book value of the Shares after the Offering of approximately $.38 per Share from the Subscription Price of $.50 per Share if all of the 9,000,000 Shares offered hereby are purchased.

The purchasers of the Shares being offered hereby shall incur an immediate and substantial dilution in the pro forma net tangible book value of the Shares after the Offering of approximately $.40 per Share from the Subscription Price of $.50 per Share if 1,000,000 Shares offered hereby are purchased.

If we become a publicly traded company, we may be subject to the Securities and Exchange Commission's "penny stock" rules if our Common Stock sells below $5.00 per share.

We are not currently a public company. We intend to file a registration statement to become a Securities and Exchange Commission reporting company as soon after the Closing of this Offering as is feasible. Our shares may now and in the future be subject to the penny stock rules (Rule 15c2-11) under the Securities Exchange Act of 1934 which regulate broker-dealer practices for transactions in “penny stocks.” Penny stocks generally are equity securities with a price of less than U.S. $5.00, and are generally not traded on a national stock exchange or on NASDAQ. They are securities issued by companies that have minimal net tangible assets and short corporate histories as well as minimal revenues. The penny stock rules require broker-dealers to deliver a standardized

risk disclosure document prepared by the United States Securities and Exchange Commission (the "SEC") which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer must also provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information must be given to the customer orally or in writing prior to completing the transaction and must be given to the customer in writing before or with the customer's confirmation.

In addition, the penny stock rules require that prior to a transaction, the broker and/or dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction.

The penny stock rules are burdensome and may reduce purchases of any offerings and reduce the trading activity for our common shares. As long as our common shares are subject to the penny stock rules, the holders of such common shares may find it more difficult to sell their securities. The requirement that broker-dealers comply with this rule will deter broker-dealers from recommending or selling our Common Stock, thus further adversely affecting the liquidity and share price of our Common Stock, as well as our ability to raise additional capital.

If we become a publicly traded company in the future, our Common Stock may never be listed on NASDAQ, the New York Stock Exchange, the American Stock Exchange, or one of the other national securities exchanges or markets.

We are not currently a public company. We intend to use our best efforts to file a registration statement on Form 10 with the Securities and Exchange Commission as soon after the Closing of this Offering as is feasible. Notwithstanding the filing of the Form 10, in order to prevent trading prior to the time Capmark deems appropriate, the Company shall not seek to become a publicly traded for a period of 18 months commencing upon the date of the Closing without the approval of Capmark.

Until such time as our Common Stock is listed upon any of the several NASDAQ markets, the New York Stock Exchange, the American Stock Exchange, or one of the other national securities exchanges or markets, of which there can be no assurance, accurate quotations as to the market value of our securities may not be possible. Furthermore our Common Stock may never be listed on any market. Sellers of our securities are likely to have more difficulty disposing of their securities than sellers of securities which are listed upon any of the several NASDAQ markets, the New York Stock Exchange, the American Stock Exchange, or one of the other national securities exchanges or markets.

Factual Data

The information which we have set forth in this Memorandum was obtained from our management, who will benefit substantially from the transactions contemplated herein. Such information necessarily incorporates significant assumptions as well as factual matters. There can be no assurance that such information is complete or accurate.

DILUTION

As of March 31, 2014, our Common Stock had a net tangible book value per share of approximately $.00. "Net tangible book value per share" is the amount of the total tangible assets (at book value) less total liabilities, divided by the number of shares of Common Stock outstanding.

After giving effect to the sale by the Company of the maximum number of Shares offered hereby at the Subscription Price of $.50 per Share, after deduction of the estimated expenses of this Offering, the pro forma net tangible book value as of that date would be approximately $.08 per Share. This represents an immediate increase in the pro forma net tangible book value of approximately $.12 per Share to existing stockholders and an immediate dilution (i.e. the difference between the Subscription Price per Share and such pro forma net tangible book value per share) of approximately $.38, placing a value of $.50 upon each share of Common Stock.

After giving effect to the sale by the Company of 1,000,000 Shares offered hereby at the Subscription Price of $.50 per Share, after deduction of the estimated expenses of this Offering, the pro forma net tangible book value as of that date would be approximately $.02 per Share. This represents an immediate increase in the pro forma net tangible book value of approximately $.02 per Share to existing stockholders and an immediate dilution (i.e. the difference between the Subscription Price per Share and such pro forma net tangible book value per share) of approximately $.48, placing a value of $.50 upon each share of Common Stock.

USE OF PROCEEDS

The proceeds of this Offering shall be $4,500,000. We are offering the Shares on a "best efforts" basis. We shall have the right to close at any time after we have raised a minimum of $500,000. It is anticipated that if we shall elect to close prior to raising $3,925,000 net of the Capmark Fee, then there shall be subsequent closings until the earlier to occur of either (i) us raising $3,925,000 net of the Capmark Fee or (ii) the termination of the Offering.

We shall apply the proceeds substantially as set forth in the table below. To the extent that we deem necessary to vary the application of the use of proceeds, it shall be in our sole and absolute discretion.

Application	Amount[1] ($500,000)	Minimum Amount[1] ($2,075,000)	Maximum Amounts[1] ($4,500,000)
Salaries & Other Employee-related Expenses	$87,990	$300,000	$1,034,004
Marketing & Promotions	$23,000	$255,000	$513,000
Inventory & Supplies	$55,400	$212,000	$304,000
Office Lease & Utilities	$15,100	$72,000	$86,400
Equipment & Fixtures	$37,275	$62,000	$700,000
Insurance Costs	$10,000	$42,000	$180,000
Development, Testing, Production & Maintenance of Server	$10,000	$10,000	$249,500
Server and Software Licensing	$4,900	$10,000	$139,000
Memberships/Subscriptions	-	$10,000	$10,000
Auditing & Consultations	$5,300	$8,500	$92,500
Costs associated with the Offering[2]	$80,420	$333,741	$575,000[3]
Working capital	$170,615	$759,759	$616,596
TOTAL	$500,000	$2,075,000	$4,500,000

[1] – The Closing shall occur upon the earlier to occur of the following: (i) the Company raising $3,925,000 net of the Capmark Fee or (ii) a date selected by the Company after the Company has raised at least $500,000 pursuant to this Offering. If the Company has not raised $3,925,000 net of the Capmark Fee pursuant to this Offering upon the Closing, then subsequent closings shall occur after the Closing at such times as the Company shall determine until the earliest to occur of the following: (i) the Company raising $3,925,000 net of the Capmark Fee pursuant to this Offering; (ii) a dated selected by the Company or (iii) September 30, 2014, subject to one or more extensions, in the Company's sole and absolute discretion.

[2] – The Company shall pay $575,000 to Capmark International Corp. to cover all costs associated with the campaign to raise funds pursuant to this Offering (the "Campaign"), legal fees and expenses to Mintz & Fraade, P.C and other fees and expenses. The costs associated with the Campaign include, but are not limited to, the following: (i) the development of a website with interactive capabilities which contains all necessary corporate information including unaudited financial statements for a minimum of two years and a business plan with information detailing the Company's management, any pending litigation, employment contracts and three (3) years of financial projections; all offering documentation including an explanation of the risk factors and the terms of this Offering; the website shall be in compliance with the applicable securities rules and regulations for each country and/or jurisdiction in which investment funds are to be raised; (ii) a team of technicians including analytical engineers and an executive officer to conduct the Campaign providing services with an estimated cost of approximately one thousand five hundred ($1,500) dollars per day; (iii) the licenses for the social media tools and predictive software utilized in the Campaign; (iv) operating a call center twenty-four (24) hours per day, seven (7) days per week and (v) overhead associated with the Campaign.

[3] – Pursuant to our agreement with Capmark, we have agreed to pay to Capmark a fee of $575,000 (the "Capmark Fee") from the proceeds of this Offering. The Capmark Fee shall be paid as follows: (A) If the first Closing occurs upon our accepting subscriptions for an aggregate of 4,150,000 shares, then, upon such Closing, the Capmark Fee shall be paid to Capmark from the proceeds of this Offering; or (B) if we elect to

to close at any time after we have accepted subscriptions for 1,000,000 shares but prior to accepting subscriptions for an aggregate of 4,150,000 shares, then upon the first Closing and each subsequent Closing, a portion of the Capmark Fee (the "Partial Capmark Fee") shall be paid to Capmark from the proceeds of this Offering. The balance of the Capmark Fee (the "Balance") which shall be equal to the Capmark Fee reduced by all of the Partial Capmark Fees which have been paid shall be payable to Capmark by us upon a date or dates to be determined prior to each Closing by agreement between us and Capmark. The Partial Capmark Fee for each Closing shall be determined by multiplying the Capmark Fee by a fraction, the numerator of which is the amount raised pursuant to such Closing and the denominator of which is $4,500,000. For example, if the first Closing occurs upon us accepting subscriptions for an aggregate of $1,000,000, then the Partial Capmark Fee which shall be paid to Capmark from the proceeds of this Offering upon such Closing shall be $127,778, which is the Capmark Fee ($575,000) multiplied by a fraction of which the numerator is $1,000,000 and the denominator is $4,500,000. Capmark may, in its sole and absolute discretion, defer payment of any portion or all of the Capmark Fee or any portion or all of the Partial Capmark Fee. Capmark shall have the right, in its sole and absolute discretion, to determine when payment of such deferred Capmark Fee or Partial Capmark Fee shall be due.

DESCRIPTION OF OUR BUSINESS

Our Business

CP Security, Inc. ("we", "us", "our", or the "Company") was organized pursuant to the laws of the State of Texas on December 23, 2011. On April 22, 2014, the Company was organized pursuant to the laws of the State of Delaware. All references to our shares in this Memorandum, reflects the shares authorized and issued in the Delaware Company.

Our unique focus will allow us to capitalize on the revolutionary changes in methods through which money is exchanged. Our goal is to become the world leader in commerce solutions by offering consumers, merchants and banks new alternatives for conducting business. Our mission will be realized by setting the highest standards in service, powerful financial tools, reliability and security. Value to our shareholders will be built by strong customer satisfaction and consistently producing superior, innovative operating results.

We were originally formed as a holding company for intellectual property rights with respect to Card Doctor. The Card Doctor is a protective sleeve that extends the life of cards including, but not limited to, credit and debit cards, driver's licenses, food stamp cards, identification cards, key cards, loyalty cards, and fuel cards. The protective cover encases plastic cards and protects them from abrasion and scratches, while remaining fully functional; consumers can use the cards without having to remove the sleeve. Consumers will no longer have to worry about frequently paying for and replacing cards because of worn out magnetic stripes, security codes and card numbers, merchants will be able to protect their payment equipment from wear and tear, and banks will save money on their card issuances. The Card Doctor is a customer service tool that will save time required to reissue cards, will decrease the costs involved in reissuing cards and will extend overall life of cards. Though companies such as Tyvek, Newegg, OPTEXX, Travelon, and Plastek Cards manufacture plastic sleeves for cards, including RIFD theft protection sleeves, these plastic sleeves do not provide functionality like our product. With Card Doctor, customers can use credit, debit, and identification cards without having to remove the cards from the protective sleeve.

With the anticipated shift in the market for Europay, MasterCard and Visa, ("EMV") chipped smart cards, we are in the process of developing Card Doctor protective sleeves for smart cards. EMV-chipped smart cards are embedded with microprocessor chips that store and protect cardholder data. Cardholders' confidential data is more secure on a chip-enabled payment card than on a magnetic stripe card. Our version of the EMV protection sleeve is scheduled for production within just a few months. With plastic cards for financial exchanges totaling just under two billion, Card Doctor stands to generate sizeable revenue.

Our marketing efforts for Card Doctor are directed at Credit Unions, institutions using Instant-Issuance Printers for their card programs and blue collar workers. Our goal

is to sell Card Doctor to banks so that they can provide the protective sleeves to customers as a service tool, and after learning of the benefits, customers can purchase additional sleeves from retailers. We have also spoken to banks and have received positive feedback about having our product custom printed with their logo. Our Online sales for the first quarter of 2014 have already our surpassed anticipated sales for the entire first year. Through our marketing efforts, we will be able to distribute Card Doctor in South America, and we anticipate engaging two companies in China to manufacture the Card Doctor. This will allow easier supply to countries in Asia and will open a potential window to distribute smart card protectors to Europe.

Financial transactions occur everyday. Customers end up with countless receipts, merchants pay an average of 2.5% per transaction and both banks and merchants absorb a majority of the liability for fraudulent activities. Although payment systems have been around for years, ReceiptPASS will revolutionize electronic transactions.

ReceiptPASS will allow consumers to manage their money through digital receipts. ReceiptPASS will centralize and simplify digitization of receipts on a secure server where consumers can retrieve their receipts and track and itemize their expenses. In addition, ReceiptPASS will provide budgeting tools to track spending, will allow consumers to transfer money between banks via ACH, and ReceiptPASS is compatible with both Quicken and QuickBooks.

Merchants will save money on transaction fees and will be able to utilize ReceiptPASS for bookkeeping purposes. In addition, through our point-of-sale systems, merchants will be able to track inventory and identify sales trends and manage employees through time clock software. Furthermore, through the integration and use of ReceiptPASS for transactions, banks will no longer absorb the liability of using the Visa and/or Mastercard brand.

Though companies such as Payflow, Global Payments, Inc., WorldPay, First Data, Authorize.net, Intuit, Inc. and USA E-Pay provide card payment processing services, ReceiptPASS will cure the banks of liability for fraud and will take power back from the credit card companies and place it in the hands of banks and merchants. ReceiptPASS will serve as a budgeting tool for consumers, will allow users to tie multiple accounts to a single card and will provide enhanced security for card transactions. We have already laid the groundwork necessary to establish a business relationship with First Data for the use and implementation of our payment system.

Smaller merchants lose an exorbitant amount of their profits to fees imposed by the current system. A majority of transaction fees charged to merchants go back to major credit card companies. Of the average 2.5% collected per transaction, Visa and MasterCard both retain roughly 80% of the transaction fee. The best rate on point-of-sales services is a flat 2.2% plus $0.20 per transaction. We believe we can make a profit by offering 2.5% flat rate plus $0.20 per transaction. Based on our research, obtaining $1/1000^{th}$ of the market share on card transactions could yield $112.9 million by simply maintaining a 2.5% transaction fee. In addition, banks will benefit from our smaller flat

fees because they will be able to capitalize on ACH transactions and they will be able to offer reduced, competitive rates to merchants.

With the shift in the market, MasterCard and Visa are mandating the use of EMV-chipped smart cards and readers by 2016. This provides us with a rare opportunity to offer EMV readers to merchants at wholesale prices. During Phase 1, we will develop and set up a functional payment system, begin selling EMV readers and collect revenues on credit, debit and gift card sales. Though this phase will require a fair amount of marketing efforts, as the deadline approaches for merchants to switch to EMV readers, having a website, properly positioned at the top of search engines, that offers readers and a fair deal on interchange fees will be essential to generating revenue. During Phase 2, we will develop advanced features for our paperless receipt system and will license the features to banks and major payment processor companies. Lastly, once all our features are in place, revenue can be generated from not only on transactions and EMV reader sales, but also on wireless point-of-sale systems, which we are currently developing.

In 2013, we entered into a Reseller Agreement and an Independent Sales Agent Agreement with AccuSource Solutions ("AccuSource"), a company in the business of providing office supplies, promotional products and full color printing services to various businesses. Pursuant to the Reseller Agreement, AccuSource will be a licensed reseller of Card Doctor. In addition, we offer Automated Teller Machines (ATM) network access and machines to local merchants and small banks through World Pay Networks. AccuSource shall introduce us to merchants and small banks which need ATM network access and machines. Pursuant to the Independent Sales Agent Agreement, in addition to supplying Card Doctor and in the near future licensing ReceiptPASS, we shall introduce AccuSource to potential customers and receive commissions based upon orders received for office supplies and promotional products sold by AccuSource.

Technology

We have the following pending patents:

- Pending Patent: System and method for protecting a machine readable card (Serial no. 13/229,732). USPTO patent pending application filing date of September 11, 2011.

- Pending Patent: System and method for protecting a machine readable card (Serial no. 14/205,359). USPTO patent pending application filing date of March 11, 2014..

- Pending Patent: System and method for protecting a machine readable card (Serial no. 61/671,794). USPTO patent pending application filing date of July 15, 2012.

- Pending Patent: Financial transaction system and method (Serial no. 61/937,377). USPTO patent pending application filing date of February 7, 2014.

- Pending Patent: Financial transaction system and method (Serial no. 61/950,831). USPTO patent pending application filing date of March 10, 2014.

- Pending Patent: System and method for protecting a machine readable card (Serial no. PCT/US2012/00393). USPTO patent pending application filing date of September 11, 2012.

Competition

1. Card Doctor

Management does not believe that there are any direct competitors on the market with respect to Card Doctor. Although companies such as Tyvek, Newegg, OPTEXX, Travelon, and Plastek Cards manufacture plastic sleeves for cards, including RIFD theft protection sleeves, these plastic sleeves are non-functional. Consumers have to remove the card from the protective sleeve in order to utilize it. With Card Doctor protective sleeves, customers can use credit, debit, and identification cards without having to remove the cards from the protective sleeve.

2. ReceiptPASS

We face competition from several other payment processors including, but not limited to, Payflow, Global Payments, Inc., WorldPay, First Data, Authorize.net, Intuit, Inc. and USA E-Pay.

Payflow

The Payflow ACH payment system enables electronic collection of payments from customers for single-entry and recurring payments. The Payflow gateway offers low rates and incremental sales boost by offering PayPal and Bill Me Later payment options. There are no monthly or set-up fees, but there is a $0.10 fee per transaction. This transaction fee does not include fees charged by the merchant account provider.

Global Payments, Inc.

Global Payments provides a secure processing system for end-to-end payment services for all major credit cards, debit cards, purchasing cards, gift cards, and loyalty cards. There is a $0.19 - $0.29 fee per transaction. The monthly account fee is $10.

WorldPay

WorldPay operates in 40 countries, including the United States and provides businesses with a secure processing platform. WorldPay accepts all major credit cards, debit and gift cards, loyalty cards, and ACH payments. The monthly account fee is $9.95, exclusive of transaction fees.

First Data

First Data Group offers businesses payment processing solutions that securely accept cards, checks and ACH payments. First Data has been in the business for 40+ years and processes 56 billion transactions annually. First Data accepts debit cards and credit cards quickly and securely with next-day funding for major credit cards. First Data's point of sales terminals process virtually any form of payment including all major credit cards, PIN, signature and electronic benefits transfer (EBT) debt cards, paper and electronic checks, as well as First Data gift and loyalty cards.

Authorize.net

Authorize.net offers no-contract, month-to-month pricing. $.10 per transaction is the suggested retail price and actual retail fees vary according to prices set by Authorize.net resellers who determine prices based on business type, transaction volume and other similar factors. For additional charges, Authorize.net offers Fraud Detection Suite, Automated Recurring Billing and Customer Information Manager. Authorize.net also offers their version Virtual Point of Sale (VPOS) solution to accept swiped car payments at retail locations and in addition offers dozens of other pre-integrated, third party Point of Sale systems.

Intuit, Inc.

Intuit, Inc. accepts credit cards and ACH bank transfers with rates starting at 1.75% per swipe. Users can also email invoices to customers with Pay Now and Intuit accepts mobile payments. There are no set up fees and no contract associated with Intuit's payment processing service.

USA E-Pay

USAePay offers merchants the ability to accept credit cards using mobile, eCommerce, Point of Sale, and telephone/mail order (MOTO) solutions.

Our Advantage

Our payment processor will offer low transaction fees for merchants and digital receipts for money management for consumers. In addition, ReceiptPASS will decrease banks' liability for credit card fraud, while allowing banks to capitalized on ACH transactions.

A majority of transaction fees charged to merchants go back to major credit card companies. Of the average 2.5% collected per transaction, Visa and MasterCard both retain roughly 80% of the transaction fee. The best rate on point-of-sales services is a flat 2.2% plus $0.20 per transaction. We believe we can make a profit by offering 2.4% flat rate plus $0.20 per transaction.

Additionally, there will be a major shift in the market for credit and debit cards in the not too distant future. MasterCard and Visa are mandating the use of EMV-chipped smart cards and readers by 2016. This provides us with a rare opportunity to offer EMV readers to merchants at wholesale prices. Moreover, we believe we can profit by providing wireless point-of-sale systems and card issuances of our own proprietary cards through bank partners.

Furthermore, our management has first-hand experience in the development of payment systems. Our Executive Director of IT, Matthew Carpenter and our Executive Director of Systems Development, John Brewer designed payment systems for companies such as First Data. As we develop features for ReceiptPASS, they can be made public overnight to merchants and banks.

We believe that this experience not only allowed us to gain knowledge and better understanding of all of the different facets related to the payment processing industry, but will also permit us to be highly efficient and successful developing ReceiptPASS and other future projects. Our officers will be directly responsible for all facets, including, but not limited to, the design, installation, and logistics, operation, and maintenance of ReceiptPASS.

We believe that with our thorough business model and with the success of our financing, including the Closing of this Offering, we will gain a great advantage over our competitors.

MANAGEMENT

The following table sets forth the names and ages of the Company's officers and Board of Directors, and the positions they hold.

NAME	AGE	POSITIONS AND OFFICES HELD	TIME POSITION HELD
Walter Steelman	39	President and Chief Executive Officer	Since Inception
Kristopher Barnings	32	Vice President. Chief Operating Officer and Chairman	Since inception
Matthew Carpenter	39	Executive Director of IT	Since 2014
John Brewer	44	Executive Director of Systems Development	Since 2014
Dean McLain	60	Board Member	Since 2014

Management

Our Board of Directors consists of Walter Steelman, Kristopher Barnings and Dean McLain. We intend to add at least two additional persons to the Board in the future, who have yet to be determined.

There are no employment agreements with the Company at this time. There are no agreements or understandings for the officers and directors to resign at the request of another person, and the above-named officers and directors are not acting on behalf of, nor will act at the direction of, any other person.

Walter Steelman, our President and Chief Executive Officer has been an officer and director of CP Security, Inc. since July, 2011. He has also been the Production Manager and Art Director at Data Flow, Inc., a printing and publishing company, since July, 2004. Mr. Steelman studied Studio Art with an emphasis on Glassblowing and Printmaking at West Texas A&M University.

Kristopher Barnings, our Vice President, Chief Operating Officer and Chairman has been an officer and director of CP Security, Inc. since July, 2011. From January, 2007 until April, 2011, he was Iron Worker for Local 263. Mr. Barnings attended Amarillo College for two years where he focused on General Studies. He then obtained a

Trade School Degree in Ironworking and subsequently went through a seven (7) year apprenticeship program to with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers to become a Journeyman Ironworker. In addition, Mr. Barnings is a Certified Welder in Metal Inert Gas ("MIG"), Tungsten Inert Gas ("TIG") and ARC welding. He also is a Certified Crane Signalman and Rigging Operations Specialist.

Matthew Carpenter, our Executive Director of IT designed a credit/debit card issuance processing system that was purchased by Concord EFS and First Data. He also developed ATM software. Matthew Carpenter was a POS Programmer for Hastings Entertainment from 1996 until 2000. As a POS Programmer, Matthew Carpenter wrote and maintained all credit card, check processing and point-of-sale terminal hardware. He was a Senior Software Developer for First Data & Core Data from 2000 until 2004. He was the Chief Technology Officer for Protective Draft Credit from November, 2009 to December, 2010. He is currently the President for Innovative Financial Tech. and a Senior Software Developer for Happy State Bank and the President of Amarillo Wireless, a wireless internet service provider. Mr. Carpenter received an Associate's Degree from Amarillo College in Network Programming and a Bachelors Degree in Information Technology from American InterContinental University. In addition, he has a certificate in Model View Controller ("MVC") Design Programming and Sharepoint Programming and Administration.

John Brewer, our Executive Director of Systems Development has served as a Programmer for the following: Hastings Entertainment from November, 1993 until August, 2000, for Core Data/First Data from August, 2000 until August 2007, for Protective Draft Credit from August, 2007 until December, 2010 and presently is a Programmer for Maxor Pharmacy Services. Mr. Brewer studied at Amarillo College.

Dean McLain was a Director of Privatization for J.I. Case Company from 1989 until 1992 where he established and implemented the sale and privatization of more than 400 Case Company owned retail stores in North America. From 1992 until 2008 he was the President and CEO of Western Power & Equipment Corp. In addition, he was a Financial Analyst for Production Credit Bank and the General Manager of Retail Operations for John Deere from 1985 until 1989. He is currently a consultant and investor in a variety of business ventures. Mr. McLain received a B.S. degree in Business and Economics from West Texas University and completed Management and Leadership School while attending the U.S. Air Force Academy as a Cadet Wing Staff Member.

Officer and Director Compensation

We intend to enter into Agreements with Walter Steelman, Kristopher Barnings, Matthew Carpenter, John Brewer and Dean McLain. Each individual shall receive an annual salary of $100,000. The term of each Agreement shall be three (3) years commencing upon the date of the Closing of the maximum amount to be raised pursuant to this Offering.

Observer and Audit Committee

Capmark International Corp., one of our principal shareholders, has the right to appoint one (1) non-voting observer (the "Observer") to our Board of Directors and to the Audit Committee. The Observer has the right to (i) receive the same notices, minutes, consents and any other materials provided to the Board or the Audit Committee at the same time, (ii) have full access to all information and materials provided to the Board and the Audit Committee at the same time as the Board and the Audit Committee receive such information and materials and (iii) attend and receive notice of all meetings of the Board and of the Audit Committee.

Indemnification of Directors and Officers

Our Certificate of Incorporation and By-laws contain provisions granting indemnification of directors and officers to the extent permitted by the General Corporation Law of the State of Delaware.

The Company intends to acquire Officer's and Director's Liability Insurance, but there can be no assurance that the Company will be able to acquire such insurance upon satisfactory terms.

SECURITIES INFORMATION

Principal Shareholders

The following table sets forth certain information, as of the date of this Memorandum, with respect to the ownership of our Common Stock by (i) each officer and director, (ii) each person (including any "group" as such term is defined in Section 13(d)(3) of the Exchange Act) known by us to be the beneficial owner of more than ten (10%) percent of any class of our Common Stock and (iii) directors and officers as a group.

Name	Amount of Common Stock Owned	Beneficial Ownership Prior to Offering[1]	Beneficial Ownership After Maximum Offering
Walter Steelman[2]	4,500,000	11.5%	9.8%
Kristopher Barnings[2]	4,500,000	11.5%	9.8%
Matthew Carpenter[2]	4,500,000	11.5%	9.8%
John Brewer[2]	4,500,000	11.5%	9.8%
Dean McLain	4,000,000	10.3%	8.9%
Capmark International Corp.	8,000,000	20.5%	17.8%

[1] – Based upon 39,000,000 shares of our Common Stock being issued and outstanding of which 9,000,000 shall be held in escrow by Mintz & Fraade, P.C. pursuant to an Escrow Agreement. See "Escrow Shares" on page 31.

[2] – The Amount of Common Stock owned does not include the 9,000,000 shares of Common Stock held in escrow by Mintz & Fraade, P.C. Upon attaining certain revenue and pretax profits, Walter Steelman, Kris Barnings, Matthew Carpenter and John Brewer shall each be entitled to 2,250,000 of the 9,000,000 shares held in escrow.

Description of the Securities

Common Stock

We are authorized to issue 100,000,000 shares of common stock, par value $0.00001. The holders of the Common Stock are entitled to one vote per each share held and have the sole right and power to vote on all matters on which a vote of stockholders is taken. The holders are not permitted to vote their shares cumulatively. Upon our liquidation, dissolution, or winding up, the holders of the Common Stock are entitled to receive our net assets in proportion to the respective number of shares held by them. The holders of Common Stock do not have any preemptive right to subscribe for or purchase any shares of any class of stock. The outstanding shares of Common Stock and the shares offered hereby will not be subject to further call or redemption and will be fully paid and non-assessable.

39,000,000 shares of our Common Stock are issued and outstanding.

We have never paid any dividends on our common stock and it is our present intention not to pay any cash or stock dividends for the foreseeable future. The future declaration of any cash or stock dividends will be at the discretion of the Board of Directors and will depend upon our future earnings, if any, capital requirements, financial position, general economic conditions, future financings and other pertinent factors. It is also possible that the terms of any future debt financing may restrict the payment of dividends. We intend to reinvest earnings, if any, in the development and expansion of our business.

Escrow Shares

Pursuant to the Agreement between the Company and Capmark, 9,000,000 shares of the Company's Common Stock shall be held in escrow by Mintz & Fraade, P.C. pursuant to an Escrow Agreement.

The amount of Escrow Shares listed for each of the following years shall be released and delivered to Walter Steelman, Kristopher Barnings, Matthew Carpenter and John Brewer upon the completion of financial statements for each of the following years if the Company has both revenues and pretax profits in the specified years which are at least equal to the amounts set forth in the following table.

Year	Revenues	Pretax Profit	Total Shares Released from Escrow
2015	$4,000,000	$2,500,000	3,000,000
2016	$6,000,000	$4,000,000	3,000,000
2017	$10,000,000	$6,000,000	3,000,000

At the end of each year, any Escrow Shares for that year which are not released to the Company because the Company did not meet either the revenue or pretax profits set forth for that year, shall be cancelled.

Reports to Stockholders

We shall commence issuance of annual reports, including audited financial statements, for the year ending on December 31, 2014. The reports shall be issued within 90 days after the end of each year. We shall provide such other reports as Management, in its sole and absolute discretion, may deem necessary or appropriate.

LEGAL COUNSEL

Our Counsel in connection with this Offering is Mintz & Fraade, P.C., 488 Madison Avenue, Suite 1100, New York, New York 10022, (212) 486-2500. At the Closing, our Counsel will deliver to us an opinion with respect to the legality of the Securities.

In consideration for certain legal services rendered and certain services to be rendered in connection with this Offering pursuant to its retainer agreement with Capmark International Corp., Mintz & Fraade, P.C. shall receive payment of its legal fees and expenses from Capmark International Corp. Mintz & Fraade, P.C. and a related entity are the owners of approximately three (3%) percent of the shares of Common Stock (after the closing of a private offering, which is being conducted) of Capmark International Corp., which is a principal shareholder of the Company. None of this stock is attributable to services rendered with respect to the preparation of this Memorandum.

GLOSSARY

"Affiliate"	shall have the same meaning which is set forth, as of the date of this Memorandum, in Rule 405 which was promulgated under the 1933 Act (hereinafter defined); provided, however, that it shall also include the spouse of a specified person and any lineal relative or spouse of any lineal relative of a specified person.
"Closing" or "Closing Date"	shall mean the date of any closing of this Offering. The Closing shall occur upon the earlier to occur of the following: (i) the Company raising $3,925,000 net of the Capmark Fee or (ii) a date selected by the Company after the Company has raised at least $500,000 pursuant to this Offering. If the Company has not raised $3,925,000 net of the Capmark Fee pursuant to this Offering upon the Closing, then subsequent closings shall occur after the Closing at such times as the Company shall determine until the earliest to occur of the following: (i) the Company raising $3,925,000 net of the Capmark Fee pursuant to this O0ffering; (ii) a dated selected by the Company or (iii) September 30, 2014, subject to one or more extensions, in the Company's sole and absolute discretion.
"Common Stock"	shall mean the common stock of the Company, par value $.00001.
the "Company", "We", "US" or "Our(s)"	shall mean CP Security, Inc. a Delaware corporation.
"Counsel"	shall mean Mintz & Fraade, P.C., 488 Madison Avenue, New York, New York 10022, our counsel in connection with this Offering.
"Investor"	shall mean subscribers to, or purchasers of, the Shares.
"Memorandum"	shall mean this Private Placement Memorandum dated July 11, 2014 as it may be amended from time to time, together with the exhibits which are annexed hereto or contained in the Subscription Package.

"1934 Act"	shall mean the Securities Exchange Act of 1934, as amended.
"1933 Act"	shall mean the Securities Act of 1933, as amended.
"Offering"	shall mean the offering of the Securities pursuant to this Memorandum.
“Securities”	shall mean a maximum of 9,000,000 shares of Common Stock which are being offered pursuant to this Memorandum.
"Subscription Agreement"	shall mean the agreement to be entered into between each Investor and us in connection with the purchase of the Securities by such Investor. The Form of Subscription Agreement is attached to this Agreement as Exhibit "B".

WHO MAY INVEST

Many state securities commissioners have established investor suitability standards for the marketing within their respective jurisdictions of private placement securities offerings. These standards appear to have been imposed, among other reasons, because of the relative lack of liquidity of securities of such private placement offerings as compared with other securities investments. Investment in the Securities involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in their investments.

The Securities shall be sold only to those Investors who meet the suitability requirements as "Accredited Investors," which are set forth below in this Section "WHO MAY INVEST". Assuming that the applicable suitability requirements are satisfied, the Shares may be sold to individuals, corporations, pension, profit sharing or Keogh plans, or individual retirement accounts.

In reliance upon an exemption from the registration provisions of the 1933 Act, and by reason of intended compliance with the provisions of Regulation D under the 1933 Act, the Shares have not been, nor will they be, registered under the 1933 Act. Accordingly, prior to an Investor purchasing the Shares, we will take all actions which are reasonably necessary (including requiring each prospective Investor to complete and return the Subscription Agreement and the Purchaser Questionnaire) in order to be satisfied that the prerequisites of applicable state regulatory exemptions have been met.

Offers shall be made and subscriptions shall be accepted only from "Accredited Investors," as such term is defined in Rule 501 under the Securities and Exchange Act of 1934. We shall accept subscriptions from an unlimited number of accredited investors as such term is defined in Rule 501 pursuant to the Act. Pursuant to Rule 501, an accredited investor includes (i) a natural person who (with spouse, if any) has a net worth which exceeds $1,000,000 (exclusive of residence) at the time of the purchase; (ii) a natural person who has had an individual income in excess of $200,000 for the prior two years (or joint income with such spouse which exceeds $300,000 in each such year) and has a reasonable expectation of reaching the same income level (or joint income level) in the current year; (iii) an organization as described in section 501 (c)(3) of the Internal Revenue Code, corporation, business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000; (iv) a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506 (b)(2)(ii); or (v) an entity in which all of the equity owners are accredited investors.

Offers shall be made and subscriptions shall be accepted only from investors residing within jurisdictions in which the offering has been registered unless in the opinion of our counsel an exemption from such registration is available and has been or will be obtained.

Each Investor shall be required to make certain representations and warranties to us, including, but not limited to, agreeing to indemnify, hold harmless and pay all judgments and claims against us and our counsel for any liability which is incurred as a result of any misrepresentation made or breach of any warranty of such Investor, including, but not limited to, with respect to whether such Investor is an accredited investor.

The attention of each prospective investor is directed to the Subscription Agreement for a complete description of those warranties and representations each investor shall be required to make, including, but not limited to, each Investor must (i) warrant that such Investor meets the suitability standards which are set forth in this section "WHO MAY INVEST", represent that such Investor is an accredited investor, and acknowledge that such Investor has received a copy of this Memorandum and read same, and (ii) represent that such investor is aware that (a) there are United States and state restrictions upon the transfer of his or her investment in the Securities which shall make their sale or other disposition difficult or impossible, (b) there is no guarantee of profit, or against loss, as a result of purchasing the Securities, and (c) that only those investors who can afford a total loss of their investment should consider purchasing the Securities.

ADDITIONAL INFORMATION

All original documentation or copies thereof with respect to the Offering of the Shares, including, but not limited to, any agreements and documents which are referred to in the Memorandum will be available upon request to our attorneys at CP Security, Inc. c/o Mintz & Fraade, P.C., 488 Madison Avenue New York, NY 10022. Each prospective Investor may examine same at any time during normal business hours before the Closing upon reasonable advance notice to us. Such individuals may ask us questions with respect to the terms and conditions of the Offering and our proposed activities. We will provide answers to such questions and provide such information to the extent that we possess such answers and information or can obtain such information without unreasonable effort or expense. Notwithstanding the foregoing, no person has been authorized to make any representation or give any information with respect to this Offering which is inconsistent with the information which is set forth herein, and any information received which is inconsistent with the information which is provided in this Memorandum shall not be deemed to be valid and no prospective Investor may rely upon any such inconsistent information. Each prospective Investor and /or his Purchaser Representative should not rely upon us or any of our employees or agents with respect to judgments relating to investment in us. Prospective Investors should retain their own professional advisors to review and evaluate the economic, tax and other consequences of an investment in our company.