

**INVESTOR QUALIFICATION QUESTIONNAIRE AND AGREEMENT**

The information contained in this Investor Qualification Questionnaire and Agreement is being furnished by you in connection with determining whether you will be granted access to certain password-protected areas of the web site.

You understand that all information furnished is for the sole use of DeSpenza Capital Management, LLC its affiliates and its counsel. Except, this questionnaire may be furnished to such other parties as deemed necessary or desirable, including to establish compliance with federal or state securities laws.

The following information must be provided by anyone who would like to obtain on-line complete access to information concerning investment funds managed and offer by DeSpenza Capital Management, LLC. Once completing the questionnaire please submit the e-application for review and to receive you access code. Or, if you prefer to return questionnaire via standard mail or fax, please click here to download a printable copy of this form. (Note: Adobe Acrobat Reader software will be required to open this PDF document. If necessary, you can download a free copy from Adobe's web site). The questionnaire should be returned to DeSpenza Capital Management, LLC, at 71 South Orange Ave Ste. 401, South Orange, New Jersey, 07079. Our fax number is (973) 677-0091. Upon completion of questionnaire, we will review the questionnaire and contact you to verify the information you have provided and to ask any additional questions. When we are satisfied with the information provided, we will send you a password that will enable you to gain access to information concerning investment funds that we manage. We have the right to deny anyone a password.

**i. Background Information**

**1. General Information**

Name	_____
Age	_____
Marital Status	_____
Home Address	_____
Street	_____
City	_____
County/Country	_____
Zip	_____

Home/Cell Phone Number \_\_\_\_\_

Facsimile Number \_\_\_\_\_

Email Address \_\_\_\_\_

**2. Employment & Business Information**

Employer \_\_\_\_\_

Business Phone \_\_\_\_\_

Position \_\_\_\_\_

Duties \_\_\_\_\_

Note: please indicate best phone number for contact and best times of availability.

\_\_\_\_\_

Please check off one or enter information in each category 3 - 12:

**3. Investment Background**

Total Net Worth	Liquid Net Worth
Less than \$1,000,000	Less than \$1,000,000
\$1,000,000 - \$2,000,000	\$1,000,000 - \$2,000,000
\$2,000,000 - \$3,000,000	\$2,000,000 - \$3,000,000
\$3,000,000 - \$4,000,000	\$3,000,000 - \$4,000,000
\$4,000,000 - \$5,000,000	\$4,000,000 - \$5,000,000
\$5,000,000 - \$10,000,000	\$5,000,000 - \$10,000,000
Greater than \$10 million	Greater than \$10 million
Greater than \$20 million	Greater than \$20 million

**4. Annual Earnings**

2003	2004	2005
Less than \$200,000	Less than \$200,000	Less than \$200,000
\$200,001 or Greater	\$200,001 or Greater	\$200,001 or Greater

**5. Investment Objectives**

Income	Speculative Profits	Currency/Forex
Long Term Capital Gains	Real Estate	Insurance

Metals	Options	Annuities
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**6. Portfolio Analysis**

Bonds	\$	%	Insurance	\$	%
Mutual Funds	\$	%	Venture Cap	\$	%
Ira/Keogh	\$	%	Commodities	\$	%
Cash/CD	\$	%	Managed Fut.	\$	%
Hedge Fund	\$	%	Bank Savings	\$	%
Stock	\$	%	Real Estate	\$	%

7. Do you own securities and/or liquid investments having an aggregate market value of at least \$5,000,000?

\_\_\_ Yes \_\_\_ No

8. Prior Investments (include stocks, futures, bonds, limited partnerships, venture capital) initiated in past 24 months

Name of issuer	Type of investment	Year of Investment	Amount invested

9. Please identify specific hedge fund or managed account investments:

Name of Fund	Type of Fund	Year of Investment	Amount Invested

10. Preferred Size of Investment: Min: \$ \_\_\_\_\_ Max: \$ \_\_\_\_\_  
 (Note: average managed futures initiates at \$100,000 with portfolio's starting at \$250,000)

11. Do you believe that you have sufficient knowledge and experience in financial and business matters to evaluate the merits and risk of managed accounts?

\_\_\_ Yes \_\_\_ No

12. Please list any academic or business experience that relate to your ability to evaluate the merits and risk of managed accounts, futures, or insurance products.


MANAGED ACCOUNTS INVESTEMENTS INVOLVE A HIGH DEGREE OF RISK AND ARE SUITABLE ONLY FOR PERSONS OF SUBSTANTIAL FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY OF THEIR INVESTMENTS AND WHO COULD BEAR THE ENTIRE LOSS OF THERE INVESTMENTS.

The current value of my liquid assets (cash, freely marketable securities, cash surrender value of life insurance, etc) is sufficient to provide for my current and anticipated needs and possible contingencies, so that I am capable of bearing the economic risk of managed account investments.

**Initial here** \_\_\_\_\_

I here by acknowledge the information I will be able to access on DeSpenza Capital Management, LLC web site is not an offer, but is for informational purposes only. I will not share my password. Any further formal relationship with DeSpenza Capital Management, LLC may require additional steps to insure adherence to local rules and regulations.

**Initial here** \_\_\_\_\_

\_\_\_\_\_  
**Print name or Type name**

\_\_\_\_\_  
**Signature or On line signature/email**

\_\_\_\_\_  
**Date & Phone Number (cell or home)**

**ii. Qualification**

Access to DeSpenza Capital Management, LLC web site will be given only to persons who qualify as "Accredited Investor" within the meaning of Rule 501(a) under the Securities Act of 1933, as amended. Please check the relevant responses below.

NOTE: If you are a non-accredited investor and only interested in insurance & annuity products please initial here and do not complete this section proceed to section (iii).

Non- accredited investor

**Initial here** \_\_\_\_\_

**I am:**

- \_\_\_\_\_ a. an individual who had an income in excess of \$200,000 in each of the two most recent Years (or joint income with my spouse in excess of \$300,000 in each of those years) I have a reasonable expectation of reaching the same income level in the coming year;
- \_\_\_\_\_ b. an individual who has a net worth (or joint net worth with my spouse) in the excess of \$1,000,000;
- \_\_\_\_\_ c. and Individual Retirement Account ("IRA") and the individual who established the IRA is an accredited investor on the basis of (a) or (b) above;
- \_\_\_\_\_ d. a self-directed pension plan and the participant responsible for directing the investment of assets of his or her account is an accredited investor on the basis of (a) or (b) above and (ii) such participant is the only participant whose account would be invested in a managed account by DeSpenza Capital Management, LLC;
- \_\_\_\_\_ e. a pension plan that is not a self-directed plan and that has total assets in excess of \$5,000,000;
- \_\_\_\_\_ f. a revocable trust and each grantor of the trust is accredited investor on the basis of (a) or (b) above;
- \_\_\_\_\_ g. an irrevocable trust that consist of a single trust (I) with total assets in excess of \$5,000,000, (ii) that was not formed for the specific purpose of investing in an investment fund managed by DeSpenza Capital Management, LLC and (iii) the person Responsible for directing the

investment of assets of the trust in a fund has such knowledge and experience in financial and business matters that he or she is capable evaluating the merits and risk of the prospective investment;

- \_\_\_\_\_ h. a corporation, partnership, limited liability company, limited liability partnership or similar business trust that was not formed for the specific purpose of acquiring and Interest in a fund managed by DeSpenza Capital Management, LLC and that has total in excess of \$5,000,000;
- \_\_\_\_\_ i. an entity in which all of the equity owners are accredited investors; or
- \_\_\_\_\_ j. none of the above applies (further information may be required to determine accredited Investor status).

**(iii) Confidentially**

- a) "Confidential Material" shall mean any information disclosed to you in connection with your use of DeSpenza Capital Management, LLC web site, including, without limitation. The user identification number and the password to the web site issued to you and any Information that relates to or involves any of the investment funds managed by DeSpenza Capital Management, LLC, including information relating to a funds performance.
- b) You shall not have any obligation to preserve the confidentiality of any Confidential Material which (i) is already in your possession or (ii) is or becomes generally available to the public other than as a result of an unauthorized disclosure to you.
- c) You acknowledge that the Confidential Material is of a proprietary and confidential nature and that damage to DeSpenza Capital Management, LLC and/or the investment funds it manages could result if the information is disclosed to any third party. You hereby agree that the Confidentiality Material will be used solely for individual investment purposes, including the purpose of more efficiently evaluating the performance of any of the funds managed by DeSpenza Capital Management, LLC. You agree that, except as required by law, you will keep the Confidential Material confidential and will not disclose it in any manner whatsoever, except that you may disclose all or portions of the Confidential Material to your directors, officers, employees, agents, affiliates, representatives and advisors (collectively the "Representatives") who need to know such information for the purposes of evaluating an investment in any of the funds managed by DeSpenza Capital Management, LLC. You shall inform your Representatives of the confidential nature of the Confidentiality Material and shall direct your Representatives to treat such information confidentially and otherwise to comply with the terms of this Agreement. In any event, you shall be responsible for any breach of

this Agreement by any of your Representative and you will, at your sole expense, use your best efforts (including but not limited to, court proceedings) to restrain you Representatives from prohibited or unauthorized disclosure or use of the Confidential Material.

- d) You understand and agree that money damages would not be an adequate remedy for any breach of the this Agreement and that DeSpenza Capital Management, LLC shall be entitled to equitable relief, including injunctions and specific performance, if you or your Representatives breach or threaten to breach any provision of the Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach or threatened breach by you or your Representatives of this Agreement but shall be in addition to all other remedies available at law or equity to DeSpenza Capital Management, LLC. You further agree to waive any requirement for the posting of a bond in connection with any such equitable relief in the event of litigation relating this Agreement, if a court of competent jurisdiction determines in a final, nonmalleable order that that you have breached this Agreement, then you shall be liable pay to DeSpenza Capital Management, LLC the legal fees DeSpenza Capital Management, LLC has incurred in connection with such litigation, including any appeal there from.

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**Signature**

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**Date**