



Accredited Investor Questionnaire and Confidentiality/Non-Disclosure Agreement

Information regarding any investment in JID Investments LLC (“JIDI”) is available to individuals and entities qualifying as Accredited Investors within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended.

Each prospective investor must complete and sign the following Questionnaire and Confidentiality Agreement and return it by standard mail, email or by fax to JIDI. The prospective investor will be given access to information upon determination of investor status based upon the facts disclosed in this questionnaire and any other facts about the investor known by JIDI.

As stated in section 2 of the Confidentiality and Non-Disclosure Agreement section, all Confidential Information received by the Company or the User **shall be kept confidential** and shall not without prior written consent of other party, be disclosed by the User or JIDI, its agents, representatives, or employees in any manner whatever, in whole or in part, to any person who is not a party to this Agreement.

* YOUR NAME: _____

ENTITY NAME (IF APPLICABLE): _____

* YOUR OCCUPATION OR POSITION (IF APPLICABLE): _____

* STREET ADDRESS: _____

* CITY: _____

* U.S. STATE/CANADIAN PROVINCE: _____

* INT’L PROVINCE/TERRITORY: _____

* ZIP/POSTAL CODE: _____ * COUNTRY: _____

* TAXPAYER ID NUMBER FOR 1099 OR K1 (SS#/EIN#/TIN#): _____

* PHONE NUMBER: _____ FAX NUMBER: _____

* EMAIL ADDRESS: _____

ALTERNATE CONTACT: NAME: _____ PHONE NUMBER: _____

* Indicates required information.



Return the signed and completed Questionnaire and Confidentiality Agreement to:

JID Investments LLC: PO Box 22677, Hilton Head Island, SC 29925

FAX: 1.866.611.0201; EMAIL: jrubino@jidinvestments.com or dshatz@jidinvestments.com

Prospective accredited investors completing this form can self-verify by selecting the best option below. After approval of this form, JIDI will add the investor to our investor list to review new projects we send forward for investment consideration. As applicable, the investor must provide official verification of accredited investor status prior to participating in a JIDI investment.

Check the circle or circles below, next to the categories, under which prospective investor qualifies as an Accredited Investor. You must check at least one circle in order to complete this questionnaire.

FOR INDIVIDUALS:

- A natural person with an individual net worth, or joint net worth with his or her spouse or spousal equivalent, in excess of \$1,000,000. As used herein, “net worth” means the excess of total assets at fair market value, ***including*** home furnishings and automobiles but ***excluding*** the value of the primary residence, over total liabilities. In addition, “joint net worth” can be the aggregate net worth of the Subscriber and the spouse or spousal equivalent, whether held separately or jointly, and reliance on the joint net worth standard does not require that Interest be purchased.
- A natural person with individual income (without including any income of the Investor’s spouse) in excess of \$200,000 USD, or joint income with spouse of \$300,000 USD, in each of the two most recent years & who reasonably expects same income level in the current year.
- In good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Securities and Exchange Commission has designated as qualifying an individual for accredited investor status (e.g., Series 7, Series 65, and Series 82 licenses).
- A “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the U.S. Investment Company Act of 1940, as amended (the “Investment Company Act”).

FOR ENTITIES:

- An entity in which all equity owners are Accredited Investors (as defined above for individuals).
- An entity, including a grantor trust, in which all of the equity owners are accredited investors (for this purpose, a beneficiary of a trust is not an equity owner, but the grantor of a grantor trust is an equity owner).
- An entity, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that own “investments,” as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of \$5 million USD and that was not formed for the specific purpose of investing in the securities offered by JIDI.



- A corporation, partnership, business trust, limited liability company or Section 501(c)(3) organizations with total assets in excess of \$5 million USD that was not formed for the specific purpose of investing in securities offered by JIDI.
- A trust with total assets in excess of \$5 million USD, which is not formed for specific purpose of investing in securities offered by JIDI, whose purpose is directed by a person who has such knowledge & experience in financial & business matters capable of evaluating the merits and risks of prospective investment.
- A director, executive officer or general partner of JIDI.
- A broker-dealer registered pursuant to section 15 of the Securities Exchange Act of 1934. A bank or savings and loan association as defined in Section 3(a) of the Securities Act of 1933, whether acting in its individual or fiduciary capacity.
- An insurance company as defined in section 2(13) of the Securities Act of 1933.
- An investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act not formed for the specific purpose of investing in securities offered by JIDI.
- A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5 million USD.
- An employee benefit plan within the meaning of ERISA, provided, that the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is a bank, savings and loan association, insurance company or registered investment advisor, or that the employee benefit plan has total assets in excess of \$5 million USD; or, if the plan is self-directed, with investment decisions made solely by persons that are Accredited Investors.
- A bank as defined in Section 3(a)(2) of the 1933 Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity.
- A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended.
- A “private business development company” as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”).
- A rural business investment company as defined in Section 384A of the U.S. Consolidated Farm and Rural Development Act.
- A “family office,” as defined in rule 202(a)(11)(G)-1 under the Advisers Act (i) with assets under management in excess of \$5 million USD, (ii) that is not formed for the specific purpose of acquiring interest in JIDI, and (iii) whose prospective investment is directed by a person

who has such knowledge and experience in financial and business matters that the family office capable of evaluating the merits and risks of the prospective investment.

- A “family client,” as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements above and whose prospective investment in JIDI is directed by such family office pursuant to clause (iii) in the immediately preceding item.

You need to agree and positively answer all the clauses below by initialing next to all the circles.

- (A) I represent and warrant:
 - (i) I am an individual, acting on my own behalf; and/or
 - (ii) I am acting on behalf of another person or entity.
- (B) I agree not to disclose any confidential information obtained from a correspondence to others, and to the terms and conditions outlined in the following CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.
- (C) I agree to notify JIDI promptly if my status as an "accredited investor" changes.

Upon investing on the first JIDI project, and as applicable on certain types of investments, the investor must provide verification of accredited investor status as detailed below (under individuals or entities). Methods of Verification can include:

- Accredited Certification Letter¹
- Personal Financial Statement (completed by financial advisor or investor)
- Statement of Net Worth
- 3rd Party Verification Source (e.g., [Invest Ready](#) or [Accredited.AM](#))
- Forms 1040 and supporting forms (e.g., W-2, Forms 1099, Schedule K-1s of Form 1065) for the two-most recent years
- Bank statements, brokerage statements, certificates of deposits, tax assessments or other financial documents

For 3rd Party verification (below):

- [Invest Ready](#) charges \$49.99 for verification.
- [Accredited.AM](#) is free but can solicit you through their parent company (North Capital - <https://www.northcapital.com/>). If you chose to unsubscribe from their solicitation services, future renewals or uses for accredited investor verification can cost up to \$25.00 per use.

Renewals of Accredited Investor Status (for individuals &/or individuals inside an LLC or partnership):

- Accredited investors must renew their accredited investor status within the following guidelines prior to investing on a new project:
 - Net worth: 90 days from last date of formal proof of verification.
 - Income: 365 days (12 months) from last date of formal proof of verification.

¹ JIDI can provide a sample letter for use upon request.



Confidentiality and Non-Disclosure Agreement

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made by and between JIDI and any affiliated companies.

RECITALS:

In addition to the information currently made publicly available, the User desires to review and discuss with authorized individuals details of the Company's operations and proposed business plan. In order to begin such review and discussions, each party must make available to the other party certain information concerning itself and its operations or products which each considers being non-public, confidential, or proprietary in nature. In order to induce the other party to make this information available to it, the other party is willing to accept such information upon, and to abide by, the terms and conditions set out herein.

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

Section 1. Definition of Confidential Information.

For purposes of this Agreement, the term Confidential Information shall include, but not be limited to any item of proprietary information or trade secret of the Company or their respective partners, clients or vendors including investor lists, joint venture agreements, invoices, confidential selling and profit information, finances, earnings, volume of business, methods, products or services under development, systems, practices, plans, and other items of trade secrets, trade knowledge, and trade know-how, analyses, compilations, forecasts, studies, or other documents prepared by agents and representatives, including attorneys, accountants, and financial advisers of either party, and any other information each considers to be confidential.

Section 2. Confidentiality of Information.

All Confidential Information received by the Company or the User shall be kept confidential and shall not without the prior written consent of other party, be disclosed by the User or JIDI, its agents, representatives, or employees in any manner whatever, in whole or in part, to any person who is not a party to this Agreement. Each party hereto shall be responsible to the other party for any breach of this Agreement by itself, its agents, representatives, or employees. In addition, each party shall exercise all reasonable diligence and take all reasonable steps to protect Confidential Information disclosed by the other party under the terms of this Agreement. This Confidentiality Agreement shall remain in force for five (5) years. However, termination of this Agreement shall not relieve either party of its obligation to maintain the confidentiality of all Confidential Information.

Section 3. Return or Destruction of Confidential Information: Ownership.

All copies of the Confidential Information shall be returned to the originating party immediately upon written request therefore or, alternatively, shall be destroyed upon the request of the originating party, and any oral Confidential Information shall continue to be subject to the terms of this Agreement. Such destruction of such Confidential Information shall be confirmed in writing by an appropriate official of the destroying party. All Confidential Information shall remain the sole property of the party providing such information.



Section 4. Information Not Covered by Agreement.

The term Confidential Information shall not include such portions of the Confidential Information as: (a) are or become generally available to the public other than as a result of a disclosure by a party to this Agreement or; (b) become available to a party hereto on a non-confidential basis from a source other than the other party hereto (or an agent thereof) which is not prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation to the originating party or; (c) are independently developed without access to the Confidential Information of the other party or; (d) are known to a party hereto prior to the date of this agreement and which can be shown by competent evidence.

Section 5. Disclosure Under Legal Compulsion.

In the event that any party hereto becomes legally compelled to disclose any of the Confidential information, such party shall provide the other party with prompt notice so that the protected may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or that the protected party waives compliance with the provisions of this Agreement, the disclosing party agrees that it shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel that it is legally required to disclose and, further, shall exercise its best efforts to obtain reasonable, reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

Section 6. Injunctive Relief.

Each party hereto acknowledges that remedies at law may be inadequate to protect the other party against the breach of this Agreement, and each party hereby agrees in advance to the granting of injunctive relief in favor of the other party without the need of proof of actual damages.

Section 7. Entire Agreement: Amendments.

This Agreement, including the exhibits, schedules, lists and other documents and writings referred to herein or delivered pursuant hereto, all of which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter and there are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns or legal personal representatives.

Section 8. Waiver of Breach.

No covenant or condition of this Agreement can be waived except by written consent of the parties. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply and, until complete performance of said covenant or condition, said party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

Section 9. Notices.

All notices, offers, requests, demands, and other communications pursuant to this Agreement shall be given in writing and shall be deemed to be duly given and received on the date of delivery if delivered personally, or on the third day after the deposit in the United States mail if mailed by prepaid first class registered or certified mail, properly addressed with appropriate postage paid thereon, and addressed to the party at the following address:

If to the Company: JID Investments LLC, PO Box 22677, Hilton Head Island, SC 29925

If to the User: At the address specified in the Accredited Investor Questionnaire.

Or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

Section 10. Gender. Number.

Whenever the context of this Agreement so requires, the masculine gender shall include the feminine or neuter, the singular number shall include the plural, and reference to one or more parties hereto shall include all assignees of the party.

Section 11. Captions and Headings.

The section and paragraph captions and headings contained in this Agreement are for included reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 12. Governing Law Forum: Service of Process.

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. In any such action, suit, or proceeding, such court shall have personal jurisdiction of all of the parties hereto, and service of process upon them under any applicable statutes, laws, and rules shall be deemed valid and good.

Section 13. Severability.

In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, such a determination shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if the impermissible provision had never been contained herein.

Section 14. Corporate and Individual Authorization.

Each individual executing this Agreement on behalf of a corporation represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a resolution of the Board of Directors duly adopted in accordance with the Bylaws of said corporation that this Agreement is binding on said corporation in accordance with its terms: and that this Agreement is not in violation of or inconsistent or contrary to provisions of any other agreement to which such corporation is a party. Each individual executing this Agreement warrants that he or she is duly authorized to execute and deliver this Agreement and that this Agreement is binding on said individual in accordance with its terms: and that this Agreement is not in violation of or inconsistent or contrary to provisions of any other agreement to which such individual is a party. By executing this Agreement, you acknowledge that you have read and understood the information provided above and that you accept and agree with the conditions and limitations set forth above.



IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective on the date written below.

By Accredited Investor: _____
(signature) (date)

By JID Investments LLC: _____
(signature) (date)

Instructions:

Once you have completely filled out this Accredited Investor Questionnaire, please:

- Fax** the document to (866) 611-0201; or
- Email** to jrubino@jidinvestments.com or dshatz@jidinvestments.com; or
- Mail** to: JID Investments LLC, PO Box 22677, Hilton Head Island, SC 29925.

A copy of this Questionnaire and Agreement, if accepted, will be returned by email with an authorized Company signature.