

Name of Offeree: _____

Copy No. _____

SUBSCRIPTION BOOKLET
INDIVIDUAL INVESTORS

The Insiders Fund, LP
A Delaware Limited Partnership

ALPHA WEALTH FUNDS
General Partner

This Subscription Booklet contains a Subscription Agreement and other investor documents for use only in connection with the private offering being made by The Insiders Fund., a Delaware limited partnership (the “*Partnership*”) to eligible investors pursuant to a Confidential Private Placement Memorandum dated February 18, 2010 (the “*Memorandum*”). This Subscription Booklet must not be used if it is not accompanied by a copy of the Memorandum. Nothing in this Subscription Booklet constitutes or shall be deemed to constitute an offer to sell or the solicitation of an offer to purchase securities. Such an offer may be made only by means of the Memorandum and only to the person to whom such Memorandum is actually delivered. References in this Subscription Booklet to any “investor” refers only to potential or prospective investors in the Partnership, and shall not constitute or be deemed to constitute any person as an investor in the

Partnership, unless and until such person is specifically accepted as a Limited Partner in the Partnership.

SUBSCRIPTION INSTRUCTIONS

The Insiders Fund.,

- 1) All investors must complete and sign the following documents:
 - (1) the Investor Questionnaire (Section 1)
 - (2) the Subscription Agreement (Section 2)
 - (3) the Investor Signature Page, including the signature page for the Limited Partnership Agreement of the Partnership (Section 3)
2. Provide all anti-money laundering/due diligence documentation applicable to the Subscriber. Please see Appendix A to this Subscription Booklet for details.
3. Investors that wish to have communications related to the Partnership sent to more than one person should complete Appendix B to this Subscription Booklet relating to “Additional Information Recipients.”
4. **A completed copy of this Subscription Booklet must be returned in its entirety.** Please submit one (1) copy of the completed Subscription Booklet via electronic PDF to documents@alphawealthfunds.com with the subject line “The Insiders Fund Subscription Request.” If you have questions about how to submit the Subscription Booklet, please contact Alpha Wealth Funds at 435-658-1934
5. All investors should keep a copy of the following documents for future use or reference:
 - (a) the Form of Request for Withdrawal (Appendix C)
 - (b) the Additional Subscription Request (Appendix D)

All investors should submit payment in the following manner (*check one*):

By Check

Made payable to: The Insiders Fund, LP
Send to: Alpha Wealth Funds
1887 Gold Dust Lane
Suite 203A
Park City, UT 84060

By Wire

Bank: Zions Bank
Bank address: 1100 Snow Creek Drive., Park City, UT 84060
Routing number: 124000054
For credit to: The Insiders Fund, L.P.

Account Number: Contact Firm or Bank for the Account Number
FFC: [Name of Subscriber]

1. Please have your bank identify your name on the wire transfer.
2. The General Partner of the Partnership recommends that your bank charge its wiring fee separately so that the full amount you have elected to invest may be invested in the Partnership.

CLEARED FUNDS MUST BE IN THE PARTNERSHIP'S ACCOUNT AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE DATE ON WHICH THE INVESTOR IS ADMITTED TO THE PARTNERSHIP.

THE COMPLETED SUBSCRIPTION BOOKLET SHOULD BE RETURNED IN ITS ENTIRETY. UPON YOUR ACCEPTANCE BY THE GENERAL PARTNER AS AN INVESTOR IN THE INSIDERS FUND., YOU WILL BE FORWARDED COPIES OF ALL EXECUTED DOCUMENTS.

PLEASE PRINT AND SIGN IN BLUE OR BLACK INK AND/OR TYPE ALL INFORMATION.

SECTION 1 – INVESTOR QUESTIONNAIRE

The Insiders Fund, LP

ALL INFORMATION FURNISHED IS FOR THE SOLE USE OF ALPHA WEALTH FUNDS., LLC AND ITS COUNSEL FOR PURPOSES OF DETERMINING THE ELIGIBILITY OF THE INVESTOR TO PURCHASE AN INTEREST IN THE PARTNERSHIP. THIS QUESTIONNAIRE WILL BE HELD IN CONFIDENCE BY THE PARTNERSHIP AND ITS COUNSEL, EXCEPT THAT THIS QUESTIONNAIRE MAY BE FURNISHED TO SUCH PARTIES AS THE PARTNERSHIP AND ITS COUNSEL DEEM NECESSARY TO ESTABLISH COMPLIANCE WITH FEDERAL OR STATE SECURITIES LAWS OR TO THE EXTENT REQUIRED BY LAW.

The Partnership Interests being offered by the Partnership are not registered under the Securities Act of 1933, as amended (the “*Securities Act*”), in reliance upon certain exemptions from registration provided by the Securities Act. In order to obtain the facts needed to determine whether the Partnership may accept an investor’s investment, it is necessary for the investor (the “*Investor*”) to complete this Investor Questionnaire. Accordingly, the undersigned represents and warrants to the Partnership that (i) the information contained herein is complete and accurate and (ii) the undersigned will notify the General Partner immediately of any change of any such information occurring at any time in which the undersigned is a Limited Partner and, that absent such notification, the information contained herein will be deemed complete and accurate. The questionnaire should be signed, dated and forwarded to the Partnership.

* * * * *

Answer all questions. Write "N/A" if not applicable.

* * * * *

A. INVESTOR INFORMATION

1. For joint investors, give information for both persons.

(a) Legal Name of Investor: _____

(b) Please indicate type of ownership:

Individual

Co-Ownership / Joint Accounts (an Investor Questionnaire (*i.e.*, this **Section 1**) must be completed by each co-owner / joint account holder)

Please indicate type of co-ownership below:

Joint Tenants

Joint Tenants with Rights of Survivorship

Tenants in Common

Other: _____

Individual Retirement Account (IRA)

Other: _____

2. General Information:

Date of Birth: _____ Country of Birth: _____

Citizenship: _____

Resident Address: _____
(Number and Street)

(City) (State) (Zip Code)

Are there any other states or jurisdictions in which you:

_____ maintain a residence;

_____ pay state income taxes;

_____ hold a driver's license;

_____ are registered to vote?

If so, please explain: _____

Telephone Numbers: Primary: _____ Fax (if any): _____

Secondary: _____ Fax (if any): _____

E-mail address: _____

Bank account details from which the subscription monies will be sent:

Name of Bank

Address of Bank

ABA Number

Account Number

Name Under Which Account Is Held

****Wiring Instructions of Record:** Please note that redemption payments, in accordance with both the current Anti-Money Laundering regulatory environment and industry best practice, will be paid only to the bank account used for the subscription payment which should be noted above and certified as the bank account of record for the Investor. The titling of the bank account must match the titling of this subscription. If not, the Administrator and the General Partner must be notified now regarding the discrepancy and its reason. the Administrator and/or the General Partner may reject any subscription at any time where payment is sourced from a different bank account than the bank account of record or a bank account with different titling than the subscription, regardless of whether such payment was received in advance or accordance with the payment deadline requirements.

For IRA Investors:

Name of IRA Trustee/ Custodian: _____

EIN of IRA Trustee/ Custodian: _____

Duplicate Statement Address for IRA Trustee/ Custodian:

(Number and Street)

(City) (State) (Zip Code)

Continue on to the next page.

3. AML/KYC Information

Please attach a photocopy of a valid U.S. Driver's License or State ID or a copy of a valid Passport for each Investor.

Source of money/wealth/income used for this investment (*e.g.*, employment income, savings):

Occupation of Investor: _____

Purpose of Investment (*e.g.*, capital appreciation): _____

Expected frequency of capital contributions and withdrawals (*e.g.*, annual, semiannual, varied):

B. ACCREDITED INVESTOR STATUS

As one of the qualifications of being an accredited investor, the undersigned has the financial ability to bear the economic risk of the undersigned's investment and has adequate means for providing for the undersigned's current needs and possible personal and other contingencies. Please indicate by ticking one or more of the following categories which are applicable to you. If no category is applicable, please check Number 3, "None."

- 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of such investor's purchase, exceeds \$1,000,000; if you would not meet this test without including the value of your primary residence, please place a check mark in the space to the right: _____;
- 2. Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- 3. None.

C. PERFORMANCE ALLOCATION QUALIFICATION

The investor is (please check the applicable box):

- A natural person who immediately after entering the contract has at least \$1,000,000 under the management of the General Partner;
- A natural person who either:
 - Has a net worth (together with assets held jointly with a spouse) of more than \$2,100,000 at the time the contract is entered; or
 - Is a qualified purchaser as defined in Section 2(a)(51)(A) of the Investment Company Act of 1940, as amended at the time the contract is entered into; or
- None.

D. ALLOCATIONS OF NEW ISSUES

The Partnership from time to time may invest in a “new issue,” as defined in Rule 5130 of the Financial Industry Regulatory Authority, Inc. (the “*FINRA*”). In order for the Partnership to determine the extent to which the undersigned Investor is eligible to participate in profits and losses from such “new issues,” the Investor has checked those statements below which apply to it and, if the Investor is a corporation, partnership, trust or other entity acting as nominee for another person, which apply to such person for which the entity is acting as nominee:

IF YOU WISH TO BE TREATED AS A “RESTRICTED PERSON” FOR PURPOSES OF THIS FINRA RULE, PLEASE CHECK HERE. Otherwise, please complete the section below.

Restricted Persons:

(Check all Appropriate Boxes)

- 1. The Investor is a broker-dealer.
- 2. The Investor is an officer, director, general partner, associated person or employee of a broker-dealer (other than a limited business broker-dealer).
- 3. The Investor is an agent of a broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business.

4. The Investor has an immediate family member that is a person described in item (2) or (3) above. If you have initialed this item (4), please check the statement(s) below that apply and provide the name of the relevant broker-dealer in the space provided.

The immediate family member described in item (2) or (3):

- (a) materially supports, or receives material support from, the Investor;
- (b) has an ability to control the allocation of new issues; or
- (c) neither item (a) nor item (b) is applicable.

Please provide the name of the broker-dealer with whom the person specified in item (2) or (3) is affiliated _____.

5. The Investor acts as a finder or acts in a fiduciary capacity (including, among others, attorneys, accountants and financial consultants) to the managing underwriter in offerings.
6. The Investor has the authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment advisor, or collective investment account.
7. The Investor is an immediate family member of a person described in item (5) or (6) above and such person materially supports, or receives material support from, such person.
8. The Investor is a person listed, or required to be listed, on Schedule A of a Form BD. This item should NOT be checked if the broker-dealer is a limited business broker-dealer or if the Investor, or person having a beneficial interest in the Investor, is identified on Schedule A by an ownership code of less than 10%.
9. The Investor is a person listed, or required to be listed, on Schedule B or Schedule C of a Form BD. This item should NOT be checked if the broker-dealer is a limited business broker-dealer or if the person's listing (or required listing) on Schedule B or Schedule C is related to a person identified on Schedule A by an ownership code of less than 10%.
10. The Investor is a person that (a) directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD, or (b) directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD. This item should NOT

be checked if the broker-dealer is a limited business broker-dealer or if the public reporting company referred to above is listed on a national securities exchange or is traded on the Nasdaq Global Market.

11. The Investor has an immediate family member that is a person specified in items (8)-(10) above. If you have initialed this item (11), please check the statement(s) below that apply and provide the name of the relevant broker-dealer in the space provided.

The immediate family member specified in items B(8)-B(10):

- (a) materially supports, or receives material support from, the Investor;
- (b) has an ability to control the allocation of new issues; or
- (c) neither item 11(a) nor item 11(b) is applicable.

Please provide the name of the broker-dealer with whom the person specified in item (8), (9) or (10) is affiliated _____.

OR

12. None of the above statements is applicable.

E. ELECTRONIC DELIVERY AUTHORIZATION

The Partnership reports and other communications are available in electronic form, such as E-mail or by posting on a web site (with notification of the posting by Email). Do you consent to receive deliveries of reports and other communications from the Partnership (including annual and other updates of our consumer privacy policies and procedures) exclusively in electronic form without separate mailing of paper copies? Your consent to electronic delivery of such information may be revoked at any time upon written notice to the Partnership.

- Yes No

[END OF QUESTIONNAIRE]

SECTION 2 – SUBSCRIPTION AGREEMENT

The Insiders Fund, LP
Attn: ALPHA WEALTH FUNDS
1887 Gold Dust Lane
Suite 203A
Park City, UT 84060

Gentlemen:

The undersigned investor hereby subscribes for a partnership interest (the “*Partnership Interest*”) and in consideration therefor hereby agrees to make a capital contribution of \$ _____ to The Insiders Fund., a Delaware limited partnership (the “*Partnership*”) upon the terms and conditions set forth herein, in the Partnership’s Confidential Private Placement Memorandum dated February 18, 2010 (the “*Memorandum*”) and the Partnership’s Limited Partnership Agreement dated February 18, 2010 (as the same may be amended, supplemented or revised from time to time, the “*Partnership Agreement*”), as such documents may be amended from time to time. Capitalized terms used and not defined herein shall have the meaning assigned to such terms in the Partnership Agreement. This subscription agreement (the “*Subscription Agreement*”) shall become effective and binding upon the acceptance hereof by the Partnership.

1. Representations and Warranties. In connection with the purchase of the Partnership Interest, the undersigned hereby represents and warrants to the Partnership and ALPHA WEALTH FUNDS., LLC as General Partner of the Partnership, that:

(a) The Partnership Interest is being purchased for the undersigned’s own account without the participation of any other person, with the intent of holding the Partnership Interest for investment and without the intent of participating, directly or indirectly, in a distribution of the Partnership Interests and not with a view to, or for resale in connection with, any distribution of the Partnership Interests, nor is the undersigned aware of the existence of any distribution of the Partnership’s securities.

(b) The undersigned has evaluated the risk of investing in the Partnership and is acquiring the Partnership Interest based only upon its independent examination and judgment as to the prospects of the Partnership as determined from information obtained directly by the undersigned from the Partnership or its authorized representatives.

(c) The Partnership Interest was not offered to the undersigned by means of publicly disseminated advertisements or sales literature, nor is the undersigned aware of any offers made to other persons by such means.

(d) The undersigned’s overall commitment to investments which are not readily marketable is not disproportional to the undersigned’s net worth, and the undersigned’s acquisition of the Partnership Interest will not cause such overall commitment to become excessive.

(a) The undersigned is an “eligible investor” as that term is defined in the Memorandum. *If not an “eligible investor,” strike through this section (e).*

(b) The Partnership is an investment that involves a high degree of risk and the undersigned can sustain a substantial loss of this investment in the Partnership. The undersigned is willing to bear the economic risk of investment in the Partnership Interest for the period of time stipulated in the withdrawal provisions of the Partnership Agreement.

(c) The address set forth on the signature page hereto is the undersigned’s true and correct address.

(h) The execution and delivery of this Subscription Agreement by the undersigned has been duly authorized, and this Subscription Agreement constitutes the valid and binding agreement of the undersigned enforceable against the undersigned in accordance with its terms.

(i) No provision of any applicable law, regulation, or document by which the undersigned is bound prohibits the purchase of the Partnership Interest by the undersigned.

(j) The Investor understands and agrees that the Partnership prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department’s Office of Foreign Assets Control¹ (“*OFAC*”), as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure’s immediate family or any close associate of a senior foreign political figure², unless the General Partner, after being specifically notified by the Investor in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank³ (such persons or entities in (i) – (iv) are collectively referred to as “Prohibited Persons”).

¹ The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

² Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure’s parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

³ Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

(k) If the Investor is purchasing in a representative or fiduciary capacity, the representations and warranties herein shall be deemed to have been made on behalf of the person or persons for whom the Investor is so purchasing, and the Investor agrees to furnish to the General Partner, upon request, documentation satisfactory to the General Partner in the General Partner's sole discretion, supporting the truthfulness of such representations and warranties as made on behalf of such person or persons.

(l) All of the information provided by the Investor in the Investor Questionnaire and all of the representations, warranties and agreements set forth in this Subscription Agreement are true and accurate as of the date hereof and contain no omissions of material fact. Should the foregoing statement cease to be true in any respect, the undersigned will promptly notify the Partnership.

1. Acknowledgments. The undersigned acknowledges:

(a) Receipt of all information requested of the Partnership, and further acknowledges that no representations or warranties have been made to the undersigned by the Partnership, the General Partner or any representative or agent of the Partnership, other than as set forth in the Memorandum and the Partnership Agreement.

(b) That the undersigned must continue to bear the economic risk of the investment in the Partnership for the period of time stipulated in the withdrawal provisions of the Partnership Agreement and recognizes that the Partnership Interests are being: (i) sold without registration of securities for sale; (ii) issued and sold in reliance on exemptions from registration under applicable state securities laws; and (iii) issued and sold in reliance on certain exemptions from registration, including Regulation D, under the Securities Act of 1933, as amended (the "*Securities Act*").

(c) That this subscription may be accepted or rejected in whole or in part in the sole discretion of the General Partner.

(d) That the undersigned is aware that the Partnership Interest may only be transferred with the General Partner's prior consent, which may be withheld in the General Partner's sole discretion, under the Partnership Agreement.

(e) That the undersigned has received and carefully read and is familiar with the Partnership Agreement and the Memorandum.

(f) The undersigned is purchasing the Partnership Interest relying only on the information set forth in the Partnership Agreement and Memorandum.

(g) That there is not currently, nor is there expected to arise, any public market for the Partnership Interests, and the undersigned may have to hold the Partnership Interest indefinitely, and it may not be possible for the undersigned to liquidate its investment in the Partnership Interests other than by withdrawal as provided in the Partnership Agreement.

(h) That the undersigned understands that the Limited Partners have no right to amend or terminate the Partnership Agreement or to appoint, select, vote for or remove the General Partner or its agents or to otherwise participate in the business decisions of the Partnership.

(i) That pursuant to the Partnership Agreement, the General Partner will exercise all rights, powers and privileges of ownership in all Partnership property, including the right to vote, give assent, execute and deliver proxies, and that the Partnership's proxy voting policies override the undersigned's proxy voting policies. The undersigned hereby adopts the voting policies of the Partnership for purposes of its investment in the Partnership.

(j) The Investor recognizes that non-public information concerning the Investor set forth in this Subscription Agreement or otherwise disclosed by the Investor to the Partnership, or other agents of the Partnership (the "**Information**") (such as the Investor's name, address, social security number, assets and income) may be disclosed (i) to the Partnership's General Partner, attorneys, accountants, prime broker, distributor, auditor, and third party administrators in furtherance of the Partnership's business and (ii) as otherwise required by law, including to relevant taxing authorities under FATCA or similar laws. The Partnership and General Partner restrict access to the Information to their employees who need to know the information to provide services to the Partnership, and maintain physical, electronic and procedural safeguards that comply with U.S. federal standards to guard the information.

(k) If any of the foregoing representations, warranties or covenants ceases to be true or if the Partnership no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Partnership may be obligated to freeze the Investor's investment, either by prohibiting additional investments, declining or suspending any withdrawal requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Investor's investment may immediately be involuntarily withdrawn by the Partnership, and the Partnership may also be required to report such action and to disclose the Investor's identity to OFAC or another authority. In the event that the Partnership is required to take any of the foregoing actions, the Investor understands and agrees that it shall have no claim against the Partnership, the General Partner and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.

(l) The undersigned further acknowledges that the Partnership or the General Partner may require the Investor to provide and/or update as required any form, certification or other information requested by the Partnership or its agents that is necessary for the Partnership to: (i) prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Partnership receives payments; (ii) comply with any due diligence, reporting or other obligations under FATCA (or any similar legislation, either implemented or yet to be implemented, in any jurisdiction which may impact the Partnership or to which the Partnership voluntarily agrees to be subject); or (iii) make payments to the Investor free of withholding or deduction.

(m) The undersigned further acknowledges that, if the Investor fails to comply in a timely manner with any information or other request from the Partnership, the General Partner, the Investment Manager, or the Administrator and the Partnership suffers or incurs directly or indirectly any deduction as a consequence, the General Partner may take such action as either the Partnership or the General Partner considers necessary in accordance with applicable law including, without limitation, to convert, redeem, withhold against, or otherwise adjust the Interest or Capital Account of the Investor to ensure that any withholding tax payable by the Partnership, and any related costs, interest, penalties and other losses and liabilities suffered by the Partnership, the General Partner, the Investment Manager, the Administrator, or any agent, delegate, employee, director, officer or affiliate of any of the foregoing persons, arising (directly or indirectly) from such Investor's failure to provide any requested documentation or other information to the Partnership, is economically borne by the Investor.

(n) The discussion of the tax consequences arising from investment in the Partnership set forth in the Memorandum is general in nature, may not address the tax consequences specific to the Investor and does not address all of the tax issues that may arise. The tax consequences to the undersigned of the investment in the Partnership will depend on the undersigned's particular circumstances.

(o) The Investor should not construe the contents of the Memorandum, or any prior or subsequent communication from the General Partner or any of its respective agents, officers or representatives, as legal or tax advice. The Investor should consult his, her or its own advisors as to legal and tax matters concerning an investment in the Partnership.

(p) If the Investor is a pension plan, IRA or other tax-exempt entity, it represents that it is aware that it may be subject to Federal income tax on any unrelated business taxable income from its investment in the Partnership.

(q) That the undersigned has received and reviewed the Partnership's Privacy Notice, attached to the Memorandum.

(r) That the General Partner is relying on the information provided in the Investor Questionnaire and the agreements, representations and warranties set forth in this Subscription Agreement by the Investor as a basis for the Partnership's eligibility to rely on certain exemptions from registration requirements discussed in the Memorandum.

PLEASE INITIAL BELOW

_____(s) The Investor has received and reviewed Parts 2A and 2B of the Investment Manager's Form ADV, a public document which can be accessed through the SEC's website at <https://adviserinfo.sec.gov/firm/summary/150231>.

3. **Agreements.** The undersigned hereby agrees as follows:

(n) If the undersigned's purchase of the Partnership Interest is accepted by the General Partner, the undersigned Investor shall become a Limited Partner and in connection therewith, the undersigned shall adopt and be bound by all the terms and provisions of the Partnership Agreement, and any amendments thereto, including the prohibition on transfers of the Partnership Interest, and will perform all obligations therein imposed upon the undersigned with the respect to the undersigned's Partnership Interest.

(o) The Partnership Interest will not be offered for sale, sold or transferred other than in accordance with the Partnership Agreement and pursuant to (i) an effective registration under the Securities Act or in a transaction which is otherwise in compliance with the Securities Act; and (ii) evidence satisfactory to the Partnership of compliance with the applicable securities laws of other jurisdictions. The Partnership shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the above laws and may, if it so desires, refuse to permit the transfer of the Partnership Interest unless the request for the transfer is accompanied by an opinion of counsel acceptable to the Partnership to the effect that neither the sale nor the proposed transfer will result in any violation of the Securities Act or the securities laws of any other jurisdiction.

(p) A legend indicating that the Partnership Interest has not been registered under such laws and referring to the restrictions on transferability and sale of the Partnership Interest may be placed on any certificate(s) or other document delivered to the undersigned or any substitute therefore and the General Partner of the Partnership or any transfer agent may be instructed to require compliance therewith.

(q) The undersigned hereby agrees that any representation made hereunder will be deemed to be reaffirmed by the undersigned at any time the undersigned makes an additional capital contribution to the Partnership and the act of making such additional contribution will be evidence of such reaffirmation.

1. **Indemnification.** The undersigned understands the meaning and legal consequences of the representations, warranties and other agreements made by the undersigned herein, and that the Partnership and General Partner are relying on such representations and warranties in making their determination to accept or reject this subscription. The undersigned hereby agrees to indemnify and hold harmless the Partnership, the General Partner, and any agent, director, officer or employee thereof from and against any and all loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the undersigned contained in this Subscription Agreement. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; nothing in this Subscription Agreement shall constitute a waiver or limitation of any rights which the undersigned may have under applicable federal and state securities laws.

2. **Effective Date of Contribution.** The undersigned shall become a Limited Partner in the Partnership as of a given date only to the extent that the General Partner receives immediately

available funds attributable to such contribution on such date and such funds are actually credited to the Partnership.

3. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Delaware and, together with the rights and obligations of the parties hereunder, shall be construed under and governed by the laws of such state without giving effect to any choice or conflict of law provisions or rules that would cause the application of the domestic substantive laws of any other jurisdiction.

4. **Signature and Confirmation.** The agreements and representations made by the undersigned herein extend to and apply to all of the capital contributions now or hereafter made to the Partnership by the undersigned. The signature by the undersigned shall constitute a confirmation by the undersigned that all agreements, representations and warranties made herein shall be true and correct as of the date hereof.

[Signatures on following page.]

SECTION 3 – INVESTOR SIGNATURE PAGE

For Individuals:

For IRA Investors:

Signature of Investor

Signature of Trustee

Print Name: _____

Print Name: _____

Additional Signature (For Joint Investors)

Trustee Tax ID: _____

Print Name: _____

THE PARTNERSHIP INTERESTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR UNDER APPLICABLE STATE SECURITIES LAWS. SUCH PARTNERSHIP INTERESTS ARE BEING OFFERED AND SOLD UNDER EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTIONS 4(2) AND 3(b) OF THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER. ACCORDINGLY, THE PARTNERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY INVESTOR WITHOUT REGISTRATION OF THE SECURITIES UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS, OR IN A TRANSACTION WHICH IS EXEMPT FROM SUCH LAWS.

ACCEPTED on the _____ day of _____, 20__.

The Insiders Fund, LP

By: ALPHA WEALTH FUNDS
General Partner

By: _____

Name: Harvey Sax
Title: Managing Member

INVESTOR SIGNATURE PAGE (continued)

THE INSIDERS FUND, LP LIMITED PARTNERSHIP AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the ____ day of _____, 20____.

For Individuals:

For IRA Investors:

Signature of Investor

Signature of Trustee

Print Name: _____

Print Name: _____

Additional Signature (For Joint Investors)

Trustee
Tax ID: _____

Print Name: _____

THE PARTNERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR UNDER APPLICABLE STATE SECURITIES LAWS. SUCH PARTNERSHIP INTERESTS ARE BEING OFFERED AND SOLD UNDER EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTIONS 4(2) AND 3(b) OF THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER. ACCORDINGLY, THE PARTNERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY INVESTOR WITHOUT REGISTRATION OF THE SECURITIES UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS, OR IN A TRANSACTION WHICH IS EXEMPT FROM SUCH LAWS.

APPENDIX A – ANTI-MONEY LAUNDERING / DUE DILIGENCE DOCUMENTS REQUIRED

You **must** return with your signed and completed subscription application, legible copies of the following documents, as applicable:

FOR INDIVIDUALS

- Photocopy of a valid US Driver's License or State ID, or a copy of a valid Passport for each signatory

FORM W-9 / W-8 (To Be Completed By All Prospective Subscribers)

IRS Form and Instructions. Please complete and sign IRS Form W-9 Request for Taxpayer Identification Number (for U.S. persons, including resident aliens) or the appropriate Form W-8 (for non-U.S. persons). IRA investors must provide the appropriate form for the IRA's beneficial owner and the appropriate form for the IRA Custodian.

Form: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

For Prospective Subscribers that are Non-U.S. Persons:

There are two types of Form W-8 for use by individual non-U.S. Persons. A brief description of each type is set forth below. Each non-U.S. Person Subscriber must determine the type of form that applies to them. The following general descriptions are subject to respective Form instructions and the advice of the Subscriber's tax advisor.

W-8BEN Used by a non-U.S. individual (or a single-member entity disregarded for U.S. tax purposes) that is a direct beneficial owner.

Instructions: <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>

Form: <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

W-8ECI Used primarily by a non-U.S. individual or entity payee or beneficial owner indicating that all the income listed on the form is effectively connected with the conduct of a trade or business within the United States (unless claiming treaty benefits).

Instructions: <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>

Form: <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>

Note: Your subscription application will not be deemed complete until all of the required documentation listed above is received by the Administrator. Upon approval of your subscription and verification of your identity, you will receive confirmation of the Interest purchased. If the subscription is not accepted, payment will be returned to you. The General Partner (or the Administrator acting on its behalf) reserves the right to request additional information, to request that you update your information if it is determined that your information is outdated, and to waive any informational requirement above.

APPENDIX B – ADDITIONAL INFORMATION RECIPIENTS

All correspondence and reporting by the General Partner and the Administrator will be delivered to the individual executing the Subscription Agreement at the address specified in Section 1 of the Subscription Booklet or the primary contact for the Investor.

Additional recipients of correspondence and reporting information may be listed below. These recipients will receive copies of communication from the General Partner and the Administrator until such time as you notify the General Partner otherwise.

Contact Name

E-mail

Contact Name

E-mail

Contact Name

E-mail

Contact Name

E-mail

Contact Name

E-mail

APPENDIX C – FORM OF REQUEST FOR WITHDRAWAL

ALPHA WEALTH FUNDS
General Partner, The Insiders Fund, LP1887 Gold Dust Lane
Suite 203A
Park City, UT 84060

This Request must be made at least 30 days prior to the close of business on the last day of a calendar month.

Re: The Insiders Fund., Request for Withdrawal

Harvey Sax, Managing Member:

Reference is made to the Limited Partnership Agreement dated as of February 18, 2010 (as the same may be amended, supplemented or revised from time to time, the “*Partnership Agreement*”) of The Insiders Fund., a Delaware limited partnership (the “*Partnership*”). All capitalized terms used but not defined herein shall have the meanings given to them in the Partnership Agreement.

The undersigned is a Partner in the Partnership and, pursuant to *Section 4.01(a)* of the Partnership Agreement, hereby requests to withdraw the following amount from the undersigned’s Capital Account in the Partnership as of the next Withdrawal Date and to receive the proceeds thereof as directed below:

(Check one)

- _____ % of the Limited Partner's Capital Account; or
- \$ _____.

If the undersigned is requesting a withdrawal of less than all of its Capital Account, the undersigned must withdraw no less than \$10,000. In the event that after giving effect to such withdrawal, the balance of the Capital Account would be less than \$100,000 and the General Partner does not waive the minimum Capital Account balance, please:

(Check one)

- disregard this Request for Withdrawal;
- reduce the requested withdrawal amount to an amount such that the balance of the Capital Account would be \$100,000 after giving effect to the withdrawal; or
- withdraw all of the remaining balance of such Capital Account on such Withdrawal Date.

Title of Authorized Signatory

APPENDIX D– ADDITIONAL SUBSCRIPTION REQUEST

ALPHA WEALTH FUNDS
General Partner, The Insiders Fund, LP
1887 Gold Dust Lane
Suite 203A
Park City, UT 84060

Re: The Insiders Fund., Request for Additional Subscription

Harvey Sax, Managing Member:

Reference is made to the Limited Partnership Agreement dated as of February 18, 2010 (as the same may be amended, supplemented or revised from time to time, the “*Partnership Agreement*”) of The Insiders Fund., a Delaware limited partnership (the “*Partnership*”). All capitalized terms used but not defined herein shall have the meanings given to them in the Partnership Agreement.

The undersigned is a Partner in the Partnership and, pursuant to *Section 2.03* of the Partnership Agreement, hereby requests to make an additional capital contribution to the Partnership. The undersigned acknowledges that subscription amounts will be credited to the Partnership on the first business day of the next calendar month, except as provided by the General Partner.

The undersigned submits the following subscription amount:

\$ _____

Payment is tendered as follows (*check one*):

By Check

Made payable to: The Insiders Fund, LP

Send to:
ALPHA WEALTH FUNDS
1887 Gold Dust Lane
Suite 203A
Park City, UT 84060

By Wire

Bank: Zions Bank
Bank address: 1100 Snow Creek Drive., Park City, UT 84060
Routing number: 124000054
For credit to: THE INSIDERS FUND, LP

Account Number: Contact Firm for the Account Number
FFC: [Name of Subscriber]

