



Superfund USA, Inc.

New Account Questionnaire

Investor Name: _____ Joint Investor Name (if any): _____

Employer Name: _____ Position: _____

Employer's Address: _____

Investment Objectives:

- Income
 Growth
 Speculation
 Preservation of Capital
 Aggressive Growth

Income: Focus is on the preservation of principal and income (Very Conservative).

Preservation of Capital: Focus is generating current income and/or long-term growth (Conservative).

Growth: Focus is on current income and/or generating long-term growth of capital (Conservative/Moderate).

Aggressive Growth: Focus is on generating growth and/or income with a willingness to assume a high level of risk (Aggressive).

Speculation: Focus is on generating highest potential growth and/or income with a willingness to assume highest level of risk (Very Aggressive).

Risk Tolerance:

- Risk Adverse
 Average
 Aggressive
 Below Average
 Above Average

Investment Horizon:

- Less than 1 year
 3-5 years
 More than 10 years
 1-3 years
 5-10 years

Investment Experience (Please check all that apply)

Years of Investment Experience: _____ years

- Equities/Stocks
 Mutual Funds
 Real Estate
 Corporate Bonds
 Exchange Traded Funds (ETF)
 REIT (Real Estate Investment Trusts)
 Municipal Bonds
 Options
 Insurance Products
 Commodities
 Private Placements

US Patriot Act Requirements: Type of ID

- Driver's License
 Passport
 US Govt / Military ID

Investor: State/Gov Issuer: _____ ID#: _____ Expiration Date: _____

Joint Investor: State/Gov Issuer: _____ ID#: _____ Expiration Date: _____

_____/_____/_____
Investor Signature Date Joint Investor Signature Date

_____/_____/_____
Registered Rep or Investment Advisor Signature Date

_____/_____/_____
Principal Signature Date





Superfund Green, L.P.[®]

Subscription Agreement

Any person considering subscribing for limited partnership units ("Units") in Superfund Green, L.P. (the "Fund") should carefully read and review a current prospectus. The Fund's prospectus (the "Prospectus") should be accompanied by the most recent monthly report of each series ("Series").

The date printed on the front of the Prospectus can be no later than 9 months old. If the date is more than 9 months old, new materials are available and must be utilized.

- 1** Check box in **Section 1** if this is an addition to an existing account and list Limited Partner #.
- 2** Enter the name and address (no post office boxes) of the investor and (if applicable) joint investor in **Section 2**.
For UGMA/UTMA (Minor), enter the Minor's name, followed by "Minor", and address (no post office boxes) in **Section 2**, and enter the custodian name in **Section 6**.
For Trusts, enter the Trustee(s) name(s) and the Trustee(s) address in **Section 2** and the Trust name in **Section 3**.
For Corporations, Partnerships, and Estates, enter the officer or contact person and the entity address in **Section 2** and the entity name in **Section 3**.
Investors who are not individuals may be required to furnish a copy of organizing or other documents evidencing the authority of such entity to invest in each Series. For example, Trusts may be required to furnish a copy of each trust agreement, Corporations must furnish a corporate resolution or by laws.
- 3** If the mailing address is different from the residence address, please fill in **Section 4**.
- 4** Enter the Custodian's name and address in **Section 6** if applicable.
- 5** Check the appropriate boxes for **Series A and/or Series B** under **Section 7**.
- 6** Enter the total dollar amount being invested in **Section 8**. If you checked both boxes before, please indicate how much to allocate to each Series.
- 7** Enter the investor's brokerage account number in **Section 9** if applicable.
- 8** Enter the Social Security Number OR Taxpayer ID Number, as applicable, in **Section 10** and check the appropriate box to indicate ownership type. For IRA accounts, the Taxpayer ID Number of the Custodian should be entered, as well as the Social Security Number of the investor. For foreign investors, enter Passport Number in Social Security Number field and Country of Citizenship in Taxpayer ID field. Please submit a copy of your Government ID with your completed subscription documents. If you are not a United States person, you must also submit a completed and signed Internal Revenue Service Form W-8 BEN (or other applicable Form W-8) with your completed subscription documents.
- 9** The investor must sign and date **Section 12**. If it is a joint account, both investors must sign. In certain cases, the Custodian's signature, as well as the investor's signature, is required.
- 10** The name of the Broker-Dealer firm, Registered Representative name, Registered Representative number, address, and phone number must be entered in the box on the bottom of the page.
- 11** The Registered Representative and the Principal must sign **Section 13**.
- 12** Please fill in the enclosed Suitability Requirements form.

The investor should return this Subscription Agreement, Suitability Requirements Form and payment to his or her Broker's office address.

Subscription Agreements, Suitability Requirements Form, payment, and any other required documents should be sent by the Broker-Dealer to either:

- 1)** the administration or Fund Administration office of the selling firm, if firm procedures require, or
- 2)** to the custodial firm if one is required (Superfund Capital Management, Inc. ("Superfund Capital Management") recommends sending documents early in the month so that they reach it before month-end), or
- 3)** to Superfund Capital Management, Inc. c/o Superfund USA, Inc., 489 Fifth Avenue, New York, NY 10017. Attention: Fund Administration.

If payment is being made by wire transfer, please wire the specified amount for Series A and/or Series B to the following accounts:

Please make sure that the amount of money received by Superfund Capital Management is net and equals the amount stated on the Subscription Agreement.

Series A	Series B
HSBC BANK USA ABA# 021 001 088 Account Name: ISSUER SERVICES Account Number: 002 600 161 For further credit to: Superfund Green, L.P. Series A Ref. Nr.: 108 77 854	HSBC BANK USA ABA# 021 001 088 Account Name: ISSUER SERVICES Account Number: 002 600 161 For further credit to: Superfund Green, L.P. Series B Ref. Nr.: 108 77 856

Payments made by check must be received AT LEAST FIVE BUSINESS DAYS prior to the last business day of the month.

Payments made by wire must be received AT LEAST THREE BUSINESS DAYS prior to the last business day of the month.

Please make checks payable to "Superfund Green, L.P. Series A 'Escrow Account'" or "Superfund Green, L.P. Series B 'Escrow Account'".

If Investors and/or Broker-Dealers have specific questions about the subscription process, please call Superfund Capital Management's Fund Administration Department at 212-750-6300.





Superfund Green, L.P.

Subscription Agreement

USEN273/1109

IMPORTANT: READ PAGE D-2 BEFORE SIGNING

Limited Partner **Limited Partner #**

² Last Name

First Name

Residence address

Street, City, State, Zip Code
(P.O. Box not acceptable)

³ Additional Information

(for Estates, Partnerships, Trusts and Corporations)

⁴ Mailing address

(if different)

⁵ E-mail address

Telephone / date of birth

⁶ Custodian name,

mailing address

Street, City, State, Zip Code

¹ Check here if this is an addition to an existing account.

Joint Limited Partner

Grid for Joint Limited Partner information

⁷ The investor named above, by execution and delivery of this Subscription Agreement, by either (i) enclosing a check or wiring payment payable to "SUPERFUND GREEN, L.P. Series A B Escrow Account", or (ii) authorizing the selling agent (or additional seller, as the case may be) to debit investor's customer securities account in the amount set forth below, hereby subscribes for the purchase of Superfund Green, L.P. Series A B Units at Net Asset Value per Unit by the last business day of each month.

The named investor further acknowledges receipt of the Fund's Prospectus dated 8/13/2010, including the Fifth Amended and Restated Limited Partnership Agreement, as amended from time to time, ("Partnership Agreement") of the Fund, the Subscription Requirements and the Subscription Agreement, the terms of which govern the investment in the Units being subscribed for hereby. By signing below, the investor accepts the Fund's Partnership Agreement and agrees to be bound thereto.

⁸ Total Amount \$ _____ thereof **Series A** _____
(minimum of \$5,000 for each Series; \$1,000 or more for additional investments) **Series B** _____

⁹ Brokerage Account # _____ (must be completed if payment is made by debit to investor's securities or other qualified accounts)

¹⁰ Social Security # _____ Taxpayer ID # _____

Taxable Investors (check one):

- Individual Ownership
- Partnership*
- Corporation*
- Tenants in Common
- Joint Tenants with Right of Survivorship
- Tenants in Entireties
- Community Property
- Estate
- Grantor or Other Revocable Trust*
- Trust other than a Grantor or Revocable Trust*
- UGMA/UTMA (Minor)

Non-Taxable Investors (check one):

- IRA
- IRA Rollover
- Profit Sharing*
- Defined Benefit*
- Pension*
- SEP
- Other (specify)
- Roth IRA
- 401 (K)*

(* APPROPRIATE AUTHORIZATION DOCUMENTS MUST ACCOMPANY SUBSCRIPTION, I.E., TRUSTS, PENSION, CORPORATE DOCUMENTS)

¹¹ UNITED STATES INVESTORS ONLY

Under penalties of perjury, I certify that: (1) The number shown on this form is my correct social security number or taxpayer identification number (or I am waiting for a number to be issued to me); (2) I am not subject to backup withholding due to a failure to report interest and dividend income; and (3) I am a U.S. person.

NON-UNITED STATES INVESTORS ONLY

I hereby certify that the Passport Number or Government ID Number provided is true, correct, and complete. (a) I am not a citizen or resident of the United States or (b) (in the case of an investor which is not an individual) the investor is not a United States corporation, partnership, estate, or trust.

¹² **Investor(s) must sign** (Executing and delivering this Subscription Agreement shall in no respect be deemed to constitute a waiver of any rights under the Securities Act of 1933, or under the Securities Exchange Act of 1934.) **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Date _____ Signature of Limited Partner _____

Date _____ Signature of Joint Limited Partner (if any) or Custodian _____

¹³ BROKER-DEALER MUST SIGN

As set forth in the Prospectus, I hereby certify that I have informed the investor of all pertinent facts relating to the risks, tax consequences, liquidity, marketability, management, and control of Superfund Capital Management with respect to an investment in the Units. I have also informed the investor of the unlikelihood of a public trading market developing of the Units. I have reasonable grounds to believe, based on information obtained from this investor concerning his/her investment objectives, other investments, financial situation, and needs and any other information known by me, that investment in the applicable Series is suitable for such investor in light of his/her financial position, net worth and other suitability characteristics. I do not have discretionary authority over the account of the investor.

Date _____ Registered Representative Signature _____

Date _____ Principal Signature (if required by Selling Agent procedures) _____

Print Name _____

Print Name _____

Broker-Dealer
R.R. Phone/Fax
R.R. Email Address
R.R. Address

This subscription should be fee-based commission based.

Broker Dealer firm _____

Registered Representative Code _____ Branch Code _____



Superfund Green, L.P.

Limited Partnership Units Subscription Agreement

Superfund Green, L.P.
c/o Superfund USA, Inc.
489 Fifth Avenue
New York, NY 10017

Dear Sir/Madam:

Subscription for Units: I hereby subscribe for the Units in Series A or Series B of the Fund in the amount set forth on page D-3 (minimum \$5,000) of this Subscription Agreement Signature Page, at net asset value per Unit as set forth in the Partnership Agreement. The undersigned's check payable to "Superfund Green, L.P. Series A Escrow Account" or "Superfund Green, L.P. Series B Escrow Account" in the full amount of the undersigned's subscriptions, (additions, in excess of the required minimum investment, may be made with a minimum investment of \$1,000, as described in the Prospectus), accompanies the Subscription Agreement Signature Page. If this subscription is rejected, or if no Units are sold, all funds remitted by the undersigned herewith will be returned. Superfund Capital Management may, in its sole and absolute discretion, accept or reject this subscription in whole or in part. If notice of revocation of a subscription is not received by Superfund Capital Management at least 10 days before the end of a month, such attempted revocation is void and will not be deemed a written request for redemption. All Units offered are subject to prior sale.

Representations and Warranties of Subscriber: I have received the Prospectus. By submitting this Subscription Agreement I am making the representations and warranties set forth in "Exhibit C – Subscription Representations" contained in the Prospectus, including, without limitation, those representations and warranties relating to my net worth and annual income set forth therein.

Irrevocability; Governing Law: Except as provided above, I hereby acknowledge and agree that I am not entitled to cancel, terminate, or revoke this subscription or any of my agreements hereunder after the Subscription Agreement has been submitted (and not rejected) and that this subscription and such agreements shall survive my death or disability, but shall terminate with the full redemption of all my Units in each Series. Except as to matters of state or federal securities laws, this Subscription Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.



Superfund Green, L.P.

Suitability Requirements Form

USEN305/0710

Representations and Warranties

By executing the Subscription Agreement, the investor (for itself and any co-subscriber, and, if the undersigned is signing on behalf of an entity, on behalf of and with respect to that entity and its shareholders, partners, beneficiaries or members), represent and warrant to Superfund Capital Management and the Fund as follows (*As used below, the terms "you and your" refer to you and your co-subscriber, if any, or if you are signing on behalf of an entity, that entity*):

FOR ALL INVESTORS

1. I have received a copy of the Prospectus, including the Partnership Agreement.
2. If an individual subscriber, I am of legal age to execute the Subscription Agreement and am legally competent to do so.
3. I satisfy the applicable financial suitability and minimum investment requirements, as set forth on page D-5 under the caption State Suitability Requirements (or in a special Supplement to the Prospectus) for residents of the state in which I reside. I agree to provide any additional documentation requested by Superfund Capital Management, as may be required by the securities administrator of my state of residence, to confirm that I meet the applicable minimum financial suitability standards to invest in the Fund.
4. I understand that the investment objective of the Fund is to generate long-term capital growth while providing an element of diversification to a portfolio of stock and bond investments, which is consistent with my objective in making an investment in the Fund.
5. The address on the Subscription Agreement is my true and correct residence, and I have no present intention of becoming a resident of any other state or country. All the information that I have provided on the Subscription Agreement is correct and complete as of the date indicated thereon and, if there is any material change in that information before my admission as a Limited Partner, I will immediately furnish such revised or corrected information to Superfund Capital Management.
6. Unless representation (9–12) below is applicable, my subscription is made with my funds for my own account and not as trustee, custodian, or nominee for another.
7. I am either: (a) not required to be registered with the CFTC or to be a member of the National Futures Association ("NFA"); or (b) if so required, I am duly registered with the CFTC and am a member in good standing of the NFA.

Entities that acquire Units must indicate whether they are registered with the CFTC as commodity pools, whether they are exempt from registration as a commodity pool, or whether they are not a commodity pool.

- a. The entity subscribing for Units is a commodity pool and its sponsor and/or principals are registered as commodity pool operators ("CPOs") and members of the NFA.

Provide NFA ID: _____

- b. The entity subscribing for Units is a commodity pool but its sponsors and/or principals are not required to be registered CPOs because of an exemption under the Commodity Exchange Act or CFTC Regulations.

State the exemption claimed _____

Such entities must also provide a copy of the exemption letter filed with NFA by its sponsor and/or principals.

- c. The entity subscribing for Units is not a commodity pool. Such entities must provide a separate statement stating the purpose of forming the entity and that such entity does not solicit or accept funds to trade commodity contracts.
8. I understand that the Partnership Agreement imposes substantial restrictions on the transferability of my Units and that my investment is not liquid except for limited redemption provisions, as set forth in the Prospectus and the Partnership Agreement.

FOR RETIREMENT ACCOUNTS

9. If I am representing a "benefit plan investor," as defined under Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), to the best of my knowledge, neither Superfund Capital Management, nor any of its affiliates: (a) has investment discretion with respect to the investment of plan assets; (b) has authority or responsibility to give or regularly gives investment advice with respect to such plan assets for a fee and under an agreement or understanding that such advice (i) will serve as a primary basis for investment decisions with respect to such plan assets and (ii) will be based on the particular investment needs of the plan; or (c) is an employer maintaining or contributing to that plan. For purposes of this representation (9), a "benefit plan investor" includes plans and accounts of various types (including their related trusts) which provide for the accumulation of a portion of an individual's earnings or compensation, as well as investment income earned thereon, free from federal income tax until such time as funds are distributed from the plan, and include corporate "pension" and profit-sharing plans, "simplified employee pension plans", "Keogh" plans for self-employed individuals and individual retirement accounts ("IRAs").
10. If I am subscribing as a trustee or custodian of an employee benefit plan subject to the fiduciary responsibility provisions of ERISA, or of an IRA, at the direction of the beneficiary of that plan or IRA, all representations in the Subscription Agreement apply only to the beneficiary of that plan or IRA.

FOR UGMA/UTMA ACCOUNTS

11. If I am subscribing as a custodian for a minor, either (a) the subscription is a gift I have made to that minor and is not made with that minor's funds, in which case the representations as to net worth and annual income below apply only to myself, acting as custodian, or (b) if the subscription is not a gift, the representations as to net worth, and annual income below apply only to that minor.

FOR ALL TRUSTS OR CORPORATIONS

12. If I am subscribing in a representative capacity, I have full power and authority to purchase Units and enter into and be bound by this Subscription Agreement on behalf of the entity for which I am purchasing the Units, and that entity has full right and power to purchase the Units and enter into and be bound by the Subscription Agreement, and become a Limited Partner under the Partnership Agreement.

FOR TENNESSEE, ALABAMA AND ARKANSAS INVESTORS

13. For Tennessee, Alabama and Arkansas Investors only: I understand that the rate at which each Series' performance fee is calculated exceeds the maximum rate for incentive or performance fees payable under the Guidelines for Registration of Commodity Pool Programs adopted by the North American Securities Administrators Association, as more fully described on pages C-2 and C-3.

FOR ALABAMA AND ARKANSAS INVESTORS

14. For Alabama and Arkansas investors only: I understand that the Issuer's introducing broker and the Issuer's trading advisor are affiliated entities, and that this affiliation gives rise to a conflict of interest, as described on page 30 of the Prospectus. I understand this may prevent the Issuer from accomplishing all of its objectives.

By making the representations and warranties set forth above, investors should be aware that they have not waived any rights of action which they may have under applicable federal or state securities laws. Federal and state securities laws provide that any such waiver would be unenforceable. Investors should be aware, however, that the representations and warranties set forth above may be asserted in the defense of the Fund, Superfund Capital Management, or others in any subsequent litigation or other proceedings.