

OFFERING MEMORANDUM

SUPERFUND BLUE SPC

(An exempted segregated portfolio company established under the laws of the Cayman Islands)

relating to an offering of Participating Shares in

Superfund Blue Segregated Portfolio I

Class A (EUR) Participating Shares
Class A (Gold EUR) Participating Shares
Class B (Gold EUR) Participating Shares
Minimum Initial Investment: €50,000

Class A (Gold USD) Participating Shares
Minimum Initial Investment: USD \$30,000

Class A (USD) Participating Shares
Minimum Initial Investment: USD \$50,000

Class R (USD) Participation Shares
Class R (Gold USD) Participation Shares
Class R (Silver USD) Participation Shares
Minimum Initial Investment: USD \$25,000

Class A (Gold AUD) Participation Shares
Minimum Initial Investment: AUD 30,000

Class B (JPY) Participation Shares
Minimum Initial Investment: JPY 5,000,000

March 2016

This Offering Memorandum is distributed on a confidential basis in connection with a private offering of Shares of Superfund Blue SPC, none of which will be issued to any person other than a person to whom a copy of this Offering Memorandum is sent. No person receiving a copy of this Offering Memorandum in any territory may treat the same as constituting an offer to him, unless in the relevant territory such an offer could lawfully be made to him without compliance with any registration or other legal requirements.

The contents of this Offering Memorandum are not to be construed as a recommendation or advice to any prospective investor in relation to the subscription, purchase, holding or disposition of Shares. Prospective investors should consult their professional advisers accordingly.

This document contains certain particulars of the Fund for the purpose of giving information to the recipients hereof. The Participating Shares are offered on the basis of the information and representations contained in this Offering Memorandum. Any other information given or representations made by any person must be regarded as unauthorised. Any distribution or reproduction of all or any part of this Offering Memorandum, or the divulgence of its contents other than as specifically set forth herein, is unauthorised.

The Directors of the Fund, collectively and individually, accept full responsibility for the accuracy of the information contained in this Offering Memorandum and confirm having made reasonable enquiry that to the best of their knowledge and belief there are no facts the omission of which would make any statement within this Offering Memorandum misleading.

SIGNIFICANT INFORMATION

Capitalised terms not otherwise defined herein have the meanings ascribed to them in the Memorandum and Articles of Association, copies of which will be made available to each prospective investor upon request. This Offering Memorandum does not purport to be, and should not be construed as, a complete description of the Memorandum and Articles of Association. The Memorandum and Articles of Association should be reviewed for complete information concerning the rights, privileges and obligations of the Shareholders.

The Shares being offered hereby have not been approved by the United States Securities and Exchange Commission (“SEC”), the Cayman Islands Monetary Authority (“CIMA”) or any other governmental authority, and neither the SEC, CIMA nor any such other authority has passed upon the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offense. It is anticipated that the offering and sale of the Shares will be exempt from registration under the United States Securities Act of 1933, as amended, and the various state securities laws and that the Fund will not be registered as an investment company under the United States Investment Company act of 1940, as amended.

Investment in the Shares is speculative and involves significant risk. Investors should understand such risks and have the financial ability and willingness to accept them for an extended period of time. An investment should form only a part of a complete investment program, and an investor must be able to bear the loss of its entire investment. See “Investment Considerations and Risk Factors”.

Certain information contained in this Offering Memorandum may constitute “forward-looking statements”, which can be identified by the use of forward-looking terminology such as “may”, “will”, “should”, “expect”, “anticipate”, “estimate”, “intend”, or “believe” or the negatives thereof or other variations thereon or comparable terminology. Due to various risks and uncertainties, including those described in “Investment Considerations and Risk Factors”, actual events or results or the actual performance of the Fund may differ materially from those reflected or contemplated in such forward-looking statements.

Potential subscribers of Shares should inform themselves as to (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control

requirements which they might encounter under the laws of the countries of their citizenship, residence, incorporation or domicile and which might be relevant to the subscription, holding or disposal of Shares. In making a decision whether to invest in Shares of the Fund, investors must rely on their own examination of the person(s) or entity creating the securities and the terms of the offering, including the merits and risks involved. No information or advice herein contained shall constitute advice to a prospective shareholder in respect of his personal position.

No action has been taken to permit the distribution of this Offering Memorandum or the offering of Shares in any jurisdiction where action would be required for such purpose. The distribution of this Offering Memorandum and the offering of Participating Shares may be wholly or partly restricted in certain jurisdictions. It is the responsibility of any persons in possession of this Offering Memorandum and any persons wishing to make application for Participating Shares on the basis of or pursuant to this Offering Memorandum to inform themselves of and to observe fully the applicable laws and regulations of any relevant jurisdiction.

This Offering Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation or is unlawful without compliance with additional registration or filing requirements. In particular, the Participating Shares have not been registered under the United States Securities Act of 1933 and, other than in certain circumstances, may not be directly or indirectly offered or sold in the United States or to or for the benefit of Canadian or U.S. persons, or to others purchasing the Participating Shares for re-offering, resale or delivery directly or indirectly in the United States, or to or for the benefit of any such persons. Ownership of Shares by any such person may cause the Fund to redeem compulsorily any Shares held.

The Directors accept no responsibility for, and are not obliged to ascertain whether or not any person owning any Participating Shares would result in breach of any such law or requirement or bring about any such disadvantage.

Statements made in this Offering Memorandum are based on the law and practice in force at the date hereof and are subject to changes therein. During the course of this offering and prior to sale, each offeree of Shares and its offeree representative(s), if any, are invited to question the Fund concerning the terms and conditions of the offering and to obtain additional information, to the extent the Fund has such information or can acquire it without unreasonable expense or effort, concerning this offering or to verify the accuracy of information contained in this Offering Memorandum. Any information given or representation made by any dealer, salesman or other person and not contained herein should be regarded as unauthorised and, accordingly, may not be relied upon. Neither the delivery of this Offering Memorandum nor the offer, issue or sale of Shares shall, under any circumstances, constitute a representation that the information contained in this Offering Memorandum is correct as of any time subsequent to the date hereof.

There will not be any public market for the Shares, and there is no obligation on the part of any person to register the Shares under any securities laws. The Memorandum and Articles of Association provide for restrictions on dealing with Shares.

Restrictions on Sales in Selected Jurisdictions

THE SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, AND THE FUND HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED. SUBJECT TO THE DISCRETION OF THE BOARD OF DIRECTORS OF THE FUND, IN CONSULTATION WITH THE INVESTMENT ADVISER, THE SHARES MAY NOT BE OFFERED, SOLD OR TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO ANY UNITED STATES PERSON.

FOR AUSTRALIAN PROSPECTIVE SHAREHOLDERS

This document is not a prospectus under Chapter 6D of the Corporations Act 2001 or a product disclosure statement under Chapter 7 of the Corporations Act 2001. This document does not contain the information which would be contained in a prospectus or product disclosure statement under the Corporations Act 2001. Accordingly, this document may not be issued or distributed and the Shares may not be offered, issued, sold or distributed in Australia by the Fund, or any other person, including a subsequent holder of the Shares, other than by way of or pursuant to an offer, sale or issue that does not need disclosure under Chapter 6D and Chapter 7 of the Corporations Act 2001.

FOR BAHAMIAN PROSPECTIVE INVESTORS

The Shares may not be offered or sold or otherwise disposed of in any manner to persons deemed by the Central Bank of the Bahamas (the “Bank”) as resident for exchange control purposes, unless such persons deemed as resident obtain the prior approval of the Bank.

FOR BRAZILIAN PROSPECTIVE SHAREHOLDERS

The Shares offered hereby have not been, and will not be, registered with the *Comissao de Valores Mobiliarios* (the “Brazilian Securities Commission” or “CVM”) and may not be offered or sold in Brazil except in circumstances which do not constitute a public offering or distribution under Brazilian laws and regulations.

FOR PROSPECTIVE SHAREHOLDERS OF THE BRITISH VIRGIN ISLANDS

The Fund, this Offering Memorandum and the Shares offered hereby have not been, and will not be, recognized or registered under the laws and regulations of the British Virgin Islands. The Shares may not be offered or sold in the British Virgin Islands except in circumstances in which the Fund, this Offering Memorandum and the Shares do not require the recognition by or registration with the authorities of the British Virgin Islands.

FOR CANADIAN PROSPECTIVE SHAREHOLDERS

Canadian persons may not subscribe either directly or indirectly for Shares, unless the Directors decide otherwise.

FOR PROSPECTIVE SHAREHOLDERS OF THE CAYMAN ISLANDS

No invitation may be made to the public in the Cayman Islands to subscribe for the Shares unless

and until the Shares are listed on the Cayman Islands Stock Exchange.

FOR CHILEAN PROSPECTIVE SHAREHOLDERS

The Shares offered hereby have not been, and will not be, registered with the Superintendencia de Valores y Seguros (the “Chilean Securities Commission” or “SVS”) and may not be offered and sold in Chile except in circumstances which do not constitute a public offering or distribution under Chilean laws and regulations.

FOR CHINESE PROSPECTIVE SHAREHOLDERS

No invitation to offer, or offer for, or sale of, the Shares will be made to the public in China or by any means that would be deemed public under the laws of China. The offer of Shares is personal to the investor to whom this Offering Memorandum has been addressed by the Fund. Business entities incorporated under the laws of China (excluding foreign investment business entities) will apply for approval from the Chinese government authorities before purchasing the Shares.

Furthermore, all business entities incorporated under the laws of China and Chinese citizens residing in China will obtain the prior approval from the Chinese foreign exchange authority before purchasing the Shares.

FOR COSTA RICAN PROSPECTIVE SHAREHOLDERS

The Shares offered hereby have not been, and will not be, registered with the Comisión Nacional de Valores (the “Costa Rican Securities Commission”) and may not be offered or sold in Costa Rica except in circumstances which do not constitute a public offering or distribution under Costa Rican laws and regulations.

FOR ECUADORIAN PROSPECTIVE SHAREHOLDERS

The Shares offered hereby have not been, and will not be, registered with the Superintendencia de Compañías del Ecuador (the “Ecuadorian Securities and Exchange Commission”) and may not be offered and sold in Ecuador except in circumstances which do not constitute a public offering or distribution under Ecuadorian laws and regulations. This communication is for informative purposes only; it does not constitute a public offering of any kind.

FOR EUROPEAN UNION PROSPECTIVE SHAREHOLDERS

The Fund and/or the Investment Adviser shall comply with the requirements of the Alternative Investment Fund Managers Directive (“AIFMD”) of the European Union, if offered into Europe. Accordingly, no direct or indirect offering or placement by or on behalf of the Fund or the Investment Adviser (including by any intermediary, distribution agent, placement agent or other person) of Shares may be made to or with investors in member states of the European Union in breach of either the applicable requirements under the AIFMD or the applicable requirements under the private placement regime in each relevant member state. Notwithstanding the foregoing, the Fund and the Investment Adviser reserve the right to take such steps, including making such amendments to this Offering Memorandum, as they reasonably deem to be appropriate in their sole discretion, in order to comply with any applicable requirements under the AIFMD or under the private placement regime in the relevant member state.

FOR PROSPECTIVE SHAREHOLDERS OF HONG KONG

This Offering Memorandum has not been approved by the Securities and Futures Commission in Hong Kong. Accordingly, (a) Shares may not be offered or sold and have not been offered or sold in Hong Kong by means of any document other than to (i) “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and (b) no person has issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Shares, which is directed at, or the contents of which are or are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under securities laws of Hong Kong) other than with respect to Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance. This Offering Memorandum is delivered only to the recipient solely for the purpose of evaluating a possible investment in the Fund and may not be used, copied, reproduced or distributed in whole or in part, to any other person (other than professional Advisers of the prospective investor receiving this document). Subscriptions will not be accepted from any person other than the person to whom this Offering Memorandum has been delivered.

FOR JAPANESE PROSPECTIVE SHAREHOLDERS

No registration pursuant to article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (the “FIEL”) has been made or will be made with respect to the solicitation of the application for the acquisition of the Shares on the ground that the private placement exemption for qualified institutional investors (“QIIs”) as defined in article 2, paragraph 3, item 1 of the FIEL and article 10 of the cabinet order regarding definitions under article 2 of the FIEL is applied to such solicitation. If the offering of the Shares is made to QIIs pursuant to this exemption, QIIs who acquire the Shares are required under article 23-13, paragraph 1 of the FIEL to execute and deliver a contract in which they covenant not to transfer their Shares to persons other than QIIs.

This Offering Memorandum is confidential and is intended solely for the use of its recipient. Any duplication or redistribution of this Offering Memorandum is prohibited. The recipient of this Offering Memorandum, by accepting delivery thereof, agrees to return it and all related documents to the Fund or its placement agent if the recipient elects not to purchase any of the Shares offered hereby or if requested earlier by the Fund or its placement agent. Neither the return of the principal amount invested nor the distribution of profit from the investment is guaranteed. An investment in the Shares involves certain risks of loss caused by fluctuation of interest rates, currency and other market factors, or the credit risk of the counterparties or relevant parties thereof. Prospective investors should read the terms of the investment carefully, in particular, those relating to limitations on the period in which rights relating to such investment can be exercised.

FOR PROSPECTIVE SHAREHOLDERS OF JERSEY

This Offering Memorandum relates to a private placement and does not constitute an offer to the public of Jersey to subscribe for the Shares offered hereby. No regulatory approval has been sought for the offer in Jersey. The offer of the Shares is personal to the person to whom this Offering Memorandum is being delivered by or on behalf of the Fund, and a subscription for the Shares will only be accepted from such person. This Offering Memorandum may not be produced or used for any other purpose, nor be furnished to any other person other than those to whom it has been so

delivered.

FOR KOREAN PROSPECTIVE SHAREHOLDERS

Neither the Fund nor the Investment Adviser is making any representation with respect to the eligibility of any recipients of this Offering Memorandum to acquire the Shares under the laws of Korea, including but without limitation the Foreign Exchange Transaction Act and regulations thereunder. The Shares have not been registered under the Securities and Exchange Act of Korea or the Indirect Investment Asset Management Business Act of Korea, and none of the Shares may be offered, sold or delivered, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to applicable laws and regulations of Korea.

FOR PROSPECTIVE SHAREHOLDERS OF NEW ZEALAND

No offeree of the Shares shall directly or indirectly offer, sell or deliver any Shares, or distribute this Offering Memorandum or any advertisement in relation to any offer of the Shares, in New Zealand other than to persons whose principal business is the investment of money or who, in the course of and for the purposes of their business, habitually invest money or who in all the circumstances can properly be regarded as having been selected otherwise than as members of the public or in other circumstances where there is no contravention of the Securities Act 1978 of New Zealand.

FOR PROSPECTIVE SHAREHOLDERS OF OMAN

This Offering Memorandum and any associated offering material is being sent at the request of the investor in Oman and should not be distributed to any person in Oman other than its intended recipient without the prior consent of the Capital Market Authority and then only in accordance with any terms and conditions of such consent.

FOR PANAMANIAN PROSPECTIVE SHAREHOLDERS

The Shares have not and will not be registered with the *Comisión Nacional de Valores* (the “National Securities Commission”) of the Republic of Panama under Cabinet Decree No. 247 of 1970 (“Panama’s Securities Law”) and may not be offered or sold in a primary offering within Panama, except in certain transactions exempt from the registration requirements of Panama’s Securities Laws.

FOR RUSSIAN PROSPECTIVE SHAREHOLDERS

The Shares are not intended to be sold or offered in (or on the territory of) the Russian Federation or to Russian residents and this Offering Memorandum has not been registered with, and will not be registered with, the Federal Securities Markets Commission of the Russian Federation.

FOR SINGAPOREAN PROSPECTIVE SHAREHOLDERS

This Offering Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore and this offering is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. You should accordingly consider carefully whether the investment is suitable for you.

Each investor agrees that this Offering Memorandum and any other document or material in

connection with the offer or sale, or invitation for subscription or purchase, of Shares may not be circulated or distributed, nor may Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than institutional investors (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore, or the “SFA”), accredited investors (as defined in Section 4A of the SFA) or any person pursuant to an offer that is made on terms that Shares are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, unless otherwise permitted by law.

FOR SWISS PROSPECTIVE SHAREHOLDERS

The Fund has not been authorized by the Swiss Federal Banking Commission as a foreign collective investment scheme under the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 (“CISA”) and the corresponding Collective Investment Schemes Ordinance (“CISO”). Accordingly, the Shares offered hereby may not be offered to the public in or from Switzerland. This Offering Memorandum and any other material relating to the Shares are strictly confidential and may not be distributed to any person or entity other than its recipients. The distribution of the Shares in or from Switzerland will be made on the basis of a non-public offering to qualified investors within the meaning of Articles 3, 10 (3) and (4) CISA and 6 (2) CISO.

FOR URUGUAYAN PROSPECTIVE SHAREHOLDERS

The Shares offered hereby correspond to a private issue and are not registered with the Central Bank of Uruguay.

FOR U.S. PROSPECTIVE SHAREHOLDERS

U.S. persons may not subscribe either directly or indirectly for Shares.

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CORPORATE DIRECTORY

Registered Office:

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Grand Cayman KY1-1101
Cayman Islands

Investment Adviser:

Superfund Capital Management
Inc. Superfund Office Building
P.O. Box 1479
Grande Anse
St. George's
Grenada
West Indies

Distributor:

Superfund Distribution and Investment Inc.
Superfund Office Building
P.O. Box 1803
Grande Anse
St. George's
Grenada

Sub-Administrator:

Apex Fund Services (Malta) Ltd.
Central North Business Centre
Level 1
Sqaq il-Fawwara
Sliema SLM1670
Malta

Legal Advisors as to Cayman Islands Law:

Campbells
Floor 4, Willow House
Cricket Square
PO Box 884
Grand Cayman KY1-1103
Cayman Islands

The Directors of the Fund and Master Fund:

Samuel Zbinden
Sankalp Gupta

Auditors:

BDO Cayman Ltd.
2nd Floor – Building 3
Governors Square
23 Lime Tree Bay Avenue
Grand Cayman, KY1-1205
Cayman Islands

Administrator of the Fund and Master Fund:

Apex Fund Services (Malta) Limited
Luxembourg Branch
2, Boulevard de la Foire
L-1-1528 Luxembourg
Grand Duchy of Luxembourg

Prime Brokers of the Master Fund:

Morgan Stanley & Co. International PLC
25 Cabot Square, Canary Warf, London
E144QA, United Kingdom

DEFINITIONS

For the purposes of this Offering Memorandum, the following expressions have the following meanings:

“Administration Agreement”	means the administration agreement by which the Fund has appointed the Administrator to provide administrative services to the Fund for the relevant Segregated Portfolio.
“Administrator”	means Apex Fund Services (Malta) Limited in its capacity as administrator of the Fund for the relevant Segregated Portfolio and the Master Fund.
“Australian Dollars” or “AUD”	means the legal currency of the Commonwealth of Australia.
“Business Day”	means any day on which banks and securities houses are open for business in the Cayman Islands and such other places as the Directors may from time to time determine.
“Class”	means classes of Shares which shall relate to a particular Segregated Portfolio.
“Class A Shares”	The participating, non-voting, redeemable shares designated as Classes A Shares and representing an interest in the Segregated Portfolio I, including the Class A (EUR) Shares, the Class A (Gold EUR) Shares, the Class A (Gold USD) Shares, the Class A (Gold AUD) Shares and the Class A (USD) Shares.
“Class B Shares”	The participating, non-voting, redeemable shares designated as Classes B Shares and representing an interest in the Segregated Portfolio I, including the Class B (Gold EUR) Shares and the Class B (JPY) Shares.
“Class R Shares”	The participating, non-voting, redeemable shares designated as Classes R Shares and representing an interest in the Segregated Portfolio I, including the Class R (USD) Shares, the Class R (Gold USD) and the Class R (Silver USD).

“Denomination of Shares”	<p>The base currency of the Sub-Fund will be in Euro or, at the discretion of the Board of Directors, in the denominated currency of the particular class, if different.</p> <p>The net asset value of each class of Shares of the Sub-Fund shall be calculated in the denominated currency of such class.</p>
“Directors”	means the person(s) named as the director(s) of the Fund in this Offering Memorandum (collectively the “Board of Directors”) and any successors.
“Distributor”	means Superfund Distribution and Investment Inc. as distributor of the Fund’s Shares.
“Distribution Agreement”	means the distribution agreement by which the Fund has appointed the Distributor to provide distribution services to the Fund for and on behalf of the Segregated Portfolio I.
“Distribution Fee”	means the Distribution Fee (if any) payable to the Distributor as described in this Offering Memorandum.
“Euro” or “EUR” or “€”	means the single currency adopted by participating member states of the European Union from time to time.
“Fiscal Year”	means a calendar year ending on December 31 st of each year.
“Fund” or “Company”	means Superfund Blue SPC, a Cayman Islands exempted company.
“Fund assets”	means the assets of the Fund.
“General Assets”	means assets of the Fund which are not Segregated Portfolio Assets.
“High Watermark Amount”	means with respect to each Class of Shares, the larger of: (i) the highest Net Asset Value of such Class at the end of any previous calculation period when a Performance Fee was payable (after the deduction of any such Performance Fees); or (ii) the initial Net Asset Value of such Class of Shares.
“Initial Offering Period”	The Initial Offering Period for all Shares has closed,

and all Classes of Shares may now be subscribed for on an ongoing basis on each Subscription Date at the relevant Net Asset Value.

“Investment Adviser”	means Superfund Capital Management Inc., in its capacity as investment adviser of the Fund and Master Fund’s assets and investments.
“Investment Advisory Agreement”	means the agreement by which the Fund has appointed the Investment Adviser to manage the Fund’s investments and affairs for and on behalf of Segregated Portfolio.
“Japanese Yen” or “JPY”	means the legal currency of Japan.
“Management Fee”	means the Management Fee payable to the Investment Adviser as described in this Offering Memorandum.
“Master Fund”	means Superfund Blue Master SPC, a Cayman Islands exempted company.
“Memorandum and Articles of Association”	means the memorandum of association and articles of association of the Fund.
“Net Asset Value”	means the net asset value of the Segregated Portfolio or the particular Class of Shares (as the case may be) calculated as described in this Offering Memorandum.
“Net Asset Value per Share”	means the Net Asset Value per Share on any Valuation Date which is equal to the aggregate Net Asset Value of the particular Class of the Segregated Portfolio I divided by the total number of Shares issued and outstanding in such Class on the relevant Valuation Date.
“Offering Memorandum”	means this Offering Memorandum.
“Performance Fee”	means the Performance Fee payable to the Investment Adviser as described in this Offering Memorandum.
“Prime Broker(s)”	means Morgan Stanley & Co. International PLC in its capacity as Prime Broker of the Master Fund.
“Redemption Charge”	means the redemption charge (if any) payable pursuant to this Offering Memorandum.

“Redemption Date”	means the first Business Day after the relevant Valuation Date, or any other day or days on which the Directors decide to permit redemptions from time to time.
“Redemption Price”	means the price at which the Shares will be redeemed.
“Segregated Portfolio”	means a segregated portfolio of assets and liabilities, which shall acquire certain assets, and offer Participating Shares, as described in this Offering Memorandum.
“Segregated Portfolio Assets”	means Assets of the Fund which are attributable by the Memorandum and Articles of Association to a particular Segregated Portfolio, including cash representing the proceeds of the sale or liquidation of such assets, as the context may require.
“Shareholder”	means a person who is registered on the Register of Shareholders of the Fund as the holder of a Share or other Class of Shares as the context requires.
“Shares” or “Participating Shares”	mean the non-voting participating shares in the Fund offered pursuant to this Offering Memorandum.
“Side Pocket Investments”	means those investments of the Fund which the Investment Adviser has determined in its sole opinion to have a relatively long-term investment horizon, to be illiquid, and/or the value of which to be not readily or reliably ascertainable, and which are classified by the Directors, in their sole discretion, as “Side Pocket Investments”.
“Sub-Fund” or “Segregated Portfolio I”	means Superfund Blue Segregated Portfolio I, a Segregated Portfolio of the Fund.
“Subscription Agreement”	means, with respect to each Shareholder, the executed Subscription Agreement entered into between such Shareholder and the Fund with respect to the purchase of Shares for the relevant Segregated Portfolio.
“Subscription Charge”	means the subscription charge (if any) payable pursuant to this Offering Memorandum.
“Subscription Date”	means the first Business Day after the relevant

Valuation Date, or any other such day or days on which the Directors decide to permit subscriptions for Shares to be made.

“Subscription Price”

means the price at which the Shares will be issued as described in this Offering Memorandum.

“United States” or “U.S.”

means the United States of America, each state thereof, its territories and possessions and all areas subject to its jurisdiction.

“US Dollar(s)” or “USD” or “US\$”

means the legal currency of the United States of America.

“U.S. person”

means, with respect to individuals, any U.S. citizen (and certain former U.S. citizens) or “resident alien” within the meaning of U.S. income tax laws as in effect from time to time. Currently, the term “resident alien” is defined under U.S. income tax laws to generally include any individual who (i) holds an Alien Registration Card (a “green card”) issued by the U.S. Citizenship and Immigration Services (or its predecessor organization, the U.S. Immigration and Naturalization Service), or (ii) meets a “substantial presence” test. The “substantial presence” test is generally met with respect to any current calendar year if (i) the individual was present in the U.S. on at least 31 days during such year, and (ii) the sum of the number of days on which such individual was present in the U.S. during the current year, 1/3 of the number of such days during the first preceding year, and 1/6 of the number of such days during the second preceding year, equals or exceeds 183 days. With respect to persons other than individuals, the term “U.S. Person” means (i) a corporation or partnership created or organized in the United States or under the laws of the United States or any state or (ii) a trust or estate which is subject to U.S. tax on its worldwide income from all sources. “U.S. Person” shall also include a “U.S. Person” as defined by Rule 902 of Regulation S under the Securities Act and shall not include any “Non-United States person” as used in Rule 4.7 promulgated under the U.S. Commodity Exchange Act (as amended).

“Valuation Date”

means the last Business Day before each Wednesday or, in the last week of each month, the

last Business Day of the month, or such other day as the Directors may from time to time determine.

For example, if 20 February is a Wednesday then the Valuation Date would be Tuesday, 19 February. The following week is the last week of the month and the Valuation Date would therefore be Friday, 29 February (presuming it is a “leap” year).

SUMMARY OF INVESTMENT OBJECTIVES

The following is a summary only and is qualified in its entirety by the more detailed information appearing elsewhere in this Offering Memorandum and in the Fund's Memorandum and Articles of Association, a copy of which is available upon request.

The Fund

The Fund was incorporated as a Cayman Islands exempted segregated portfolio company on 4 January 2005. The registered and principal office of the fund is Apex Fund Services (Cayman) Ltd., P.O. Box MP10085, One Artillery Court, 161a Shedden Road, Grand Cayman KY1-1101, Cayman Islands. The Fund is organized in the form of a segregated portfolio company and the Companies Law (as amended) of the Cayman Islands and the Memorandum and Articles of Association of the Fund provide that the Fund may establish classes of shares called Participating Shares for investors to subscribe for in respect of a Segregated Portfolio of the Fund. The Shares relating to a specific Segregated Portfolio shall participate on a pro rata basis in the assets of the related Segregated Portfolio. The structure of the Fund and the Shares being offered is described further herein.

As of the date of this Offering Memorandum, the Fund has two (2) Segregated Portfolios: Superfund Blue Segregated Portfolio I and Superfund Blue Segregated Portfolio II. The Memorandum and Articles of Association empowers the Directors to establish and maintain one or more Segregated Portfolios and designate and attribute Classes of Participating Shares to each such Segregated Portfolio, with such rights and on such terms as the Directors shall in their sole discretion think fit. Details of any Segregated Portfolios created in the future will be as set out in the applicable explanatory memorandum for such other Segregated Portfolios. Since the Fund constitutes a single legal entity, Segregated Portfolios within the Fund do not constitute legal entities separate from the Fund.

This Offering Memorandum relates to the Superfund Blue Segregated Portfolio I only.

As a segregated portfolio company, the Fund may create segregated portfolios in order to segregate the assets and liabilities that are held within or on behalf of a particular portfolio from the assets and liabilities of any other portfolio and from its general assets and liabilities. Segregated portfolio assets are only available and may only be used to meet liabilities to creditors in respect of a particular portfolio and are not available to meet liabilities to creditors in respect of other segregated portfolios or to general creditors of the Fund. A Shareholder's interest is limited to the assets held in the segregated portfolio of the Fund associated with the share class in which it holds shares. Each share class of the Fund attributable to a segregated portfolio will bear the expenses and liabilities directly attributable to that share class and a portion of the Fund's general administrative expenses allocated on the basis of total net assets or another equitable method. Please see "Fund Risks" in "Investment Considerations and Risk Factors" for further information.

In the case of any asset or liability of the Fund which the Directors do not consider attributable to a particular Segregated Portfolio (including but not limited to the costs of incorporation/registering the Fund, the preparation and printing of this Offering Memorandum and related establishment costs), the Directors shall, subject to the Companies Law, have the discretion to determine the

basis upon which any such asset or liability shall be allocated between or among the Segregated Portfolios and the General Assets, and the Directors shall have power at any time and from time to time to vary such basis.

The Fund has issued one class of voting non-participating shares (the “**Management Shares**”). Pursuant to this Offering Memorandum, the Fund is offering Shares of the Fund in a private placement to certain “qualified” investors. The Fund may establish multiple classes of Shares, which may have terms that differ from those governing the Shares, without obtaining the consent of Shareholders. Although the Shares of the Fund will not be separate and distinct with respect to their assets and liabilities, the Fund may, in the future, create new Classes of Shares with separate and distinct liabilities from the Shares described in this Offering Memorandum.

Minimum Investment

The minimum initial investment which may be accepted in respect of each Class of Shares is as follows:

Class A (EUR) Shares: €50,000
Class A (Gold EUR) Shares: €50,000
Class A (Gold USD) Shares: USD \$30,000
Class A (Gold AUD) Shares: AUD 30,000
Class A (USD) Shares: USD \$50,000

Class B (Gold EUR) Shares: €50,000
Class B (JPY) Shares: JPY 5,000,000

Class R (USD) Shares: USD \$25,000
Class R (Gold USD) Shares: USD \$25,000
Class R (Silver USD) Shares: USD \$25,000

The Directors may accept initial subscriptions of lesser amounts, in their sole discretion.

Shareholders shall be required to maintain a minimum holding in the relevant Sub-Fund equivalent to the relevant minimum initial investment for such Sub-Fund, unless otherwise waived by the Directors in their sole discretion. The Fund, acting for and on behalf of the Sub-Funds, reserves the right to suspend, in its discretion, the acceptance of new or additional subscriptions at any time and from time to time.

Notwithstanding the foregoing, the minimum initial and subsequent subscription amount in respect of all investments made in Austria and the Netherlands shall be EUR 100,000 (or other currency equivalent), and the Administrator and the Directors shall not have any discretion to accept a lesser subscription amount in respect of such investments.

Summary of Investment Objectives

The Segregated Portfolio’s primary objective is to achieve capital appreciation through the trading of securities, equity return swaps, futures, forward contracts and/or options. The Segregated Portfolio will pursue its objective by investing all or substantially all of its assets in the Master

Fund. See “Investment Objectives” for a complete description of the investment objectives of the Segregated Portfolio.

Subscriptions

Following the close of the Initial Offer Period, shares will be available for issue on any Subscription Date at the Net Asset Value per Share applicable to the Class of Shares subscribed for and as calculated on the Valuation Date immediately preceding the Subscription Date. The Subscription Agreement as in Appendix I must be completed and signed. Subscription Agreements and subscription monies must be received no later than 4:00 p.m. (Cayman Islands Time) on the Business Day prior to the applicable Subscription Date. Applications received after such time will be dealt with on the next following Subscription Date, unless otherwise determined.

Subscription Agreements may be sent by facsimile transmission to the facsimile number stated in the Subscription Agreement, provided that the original Subscription Agreement is forwarded to the Administrator forthwith. Neither the Fund nor the Administrator accepts any responsibility for any loss arising from the non-receipt by the Administrator of any Subscription Agreement.

U.S. AND CANADIAN PERSONS MAY NOT SUBSCRIBE EITHER DIRECTLY OR INDIRECTLY FOR SHARES.

Subscription Charge

The Fund shall deduct a Subscription Charge of 7% of each subscription for Shares, payable to the Distributor, unless the Directors or the Distributor, in their sole discretion, agree to a lesser Subscription Charge.

Redemptions

Shareholders will have the right to require all or a portion of their Shares (other than Side Pocket Investment Shares) to be redeemed on a Redemption Date with notice no later than 4:00 p.m. (Cayman Islands Time) on the Business Day prior to the applicable Redemption Date to the Administrator in the Redemption Form attached hereto as Appendix 2. The Redemption Form will be accepted if received by fax, however the original must be mailed to the Administrator immediately. The Board of Directors in its sole discretion may decide to waive the requirement for such notice, to reduce the number of days’ notice required, and to redeem Shares on any day or days other than a Redemption Date.

Shares will be redeemed at the Net Asset Value per Share applicable to that Class of Shares as calculated on the relevant Valuation Date, after payment of applicable fees, less any applicable Redemption Charge.

Side Pocket Investment Shares are not redeemable at the option of Shareholders. Accordingly, any redemption request received shall be deemed to apply only to Shares which are not Side Pocket Investment Shares. See “Side Pocket Investments” for details.

In addition, the Fund reserves the right, upon not less than ten (10) days prior written notice, to

mandatorily redeem any or all of a Shareholder's Shares at any time, for any reason, including if the Shareholder (or any beneficiary thereof) is a U.S. Person or a Canadian Person. See "Compulsory Redemptions" for details.

SINCE THE REDEMPTION PRICE OF SHARES IS TIED TO THE VALUE OF THE ASSETS OF THE FUND, IT SHOULD BE NOTED THAT THE PRICE AT WHICH AN INVESTOR REDEEMS HIS SHARES IS LIKELY TO BE MORE OR LESS THAN THE PRICE AT WHICH HE SUBSCRIBED FOR THEM DEPENDING ON WHETHER THE VALUE OF THE ASSETS HAS APPRECIATED OR DEPRECIATED BETWEEN THE SUBSCRIPTION DATE AND THE REDEMPTION DATE.

Side Letters

The Fund and/or the Investment Adviser or their associates may enter into side letter arrangements with investors granting an investor preferred economic and other terms as compared to other Shareholders. These may include, but are not limited to, rebates of fees and/or charges payable to the Investment Adviser or its associates, the reservation of capacity in the Fund, the provision of additional liquidity, co-investment opportunities, redemption terms or additional information to the investor. The Investment Adviser or its associates may also agree to consult with or obtain prior approval from particular investors before taking certain actions.

Switches

Shareholders may elect to substitute part or all of their Shares of one Class to Shares of another Class within this segregated portfolio or within any other segregated portfolio of the Fund. Any such Shares being substituted shall be effectively redeemed at the Net Asset Value of such Shares on the relevant Redemption Date, and shall be automatically reinvested in Shares of the other Class at the next relevant Subscription Date at the applicable Net Asset Value. Shareholders must provide the Administrator with a written notice no later than 4:00 pm (Cayman Islands Time) on the Business Day prior to the relevant Subscription Date. No Redemption Charge or Subscription Charge shall apply in the event of any such substitution; however, the Directors (in their sole discretion) may levy a substitution fee of up to 2% of the Net Asset Value of the Shares being substituted. In the event that a substitution fee is levied, it will be payable to the Investment Adviser.

Fees and Expenses

The Investment Adviser shall receive a management fee (the "**Management Fee**") equal to 1% per annum for Class A Shares and Class B Shares and 2% per annum for Class R Shares of the Net Asset Value of each Class of Shares within the Sub-Fund, calculated as at each Valuation Date (before calculation of any Performance Fee payable in respect of the Shares). The Management Fee is payable monthly within 15 days following the last Valuation Date of the month and attributable to the Sub-Fund.

The Sub-Fund will also pay the Investment Adviser, a performance fee ("**Performance Fee**") equal to 40% (for Class A Shares) and 30% (for Class B Shares and Class R Shares) of the

increase of the Net Asset Value of each Class of Shares as at each Valuation Date above the High Watermark Amount (as defined in “Definitions”). The Performance Fee will be calculated and crystallised on each Valuation Date after all other fees and expenses are paid or accrued. The Performance Fee shall be payable monthly.

Unless otherwise agreed, the Distributor will not charge a Distribution Fee in respect of the Class A Shares. The Distributor will charge a distribution fee on Class B Shares and Class R Shares at a rate of 1% per annum of the Net Asset Value of each class of Shares of the Sub-Fund calculated and crystallized as on each Valuation Date, payable monthly within 15 days following the last Valuation Date of the month and attributable to the Sub-Fund. In addition, the Distributor will be paid 100% of any Subscription Charge that may be levied by the Fund in respect of any of the Sub-Funds.

The Investment Adviser, the Distributor or the Fund may rebate or waive any or all of the Management Fee, the Performance Fee, the Distribution Fee and/or any Subscription and Redemption Charges for any particular Shareholder.

The Sub-Fund will be responsible for paying the costs associated with its investment activities, including brokerage commissions, custody fees, interest on debit balances and borrowings, taxes, exchange, and governmental fees, in connection with the execution and clearance of transactions on behalf of the Sub-Fund.

The Sub-Fund will also bear the costs associated with its ongoing administrative, financial services and operational expenses, including annual audit and tax reports, as well as any legal and extraordinary expenses. These expenses are anticipated to be incurred by the Sub-Fund at prevailing market rates.

The Sub-Fund will pay the Administrator fees in accordance with its prevailing rates.

Suitability

An investor must not be considered a “U.S. Person” or a “Canadian Person”.

The circulation and distribution of this Offering Memorandum and offering of Shares in certain countries is restricted by law. Persons into whose possession this Offering Memorandum may come are required to observe any applicable restrictions and any additional requirements as to suitability or investor qualification.

Dividend Policy

The Sub-Fund does not expect to pay dividends or other distributions with respect to the Shares.

Transfer of Shares

Shares of the Sub-Fund will be issued in book form only and no share certificates will be issued.

In addition, all transfers of Shares may, at the sole discretion of the Directors, be charged with a transfer fee (the “**Transfer Fee**”) equivalent to the higher of (a) 2% of the most recently-

published Net Asset Value of such Shares, or (b) €500, USD \$500, AUD 500 or JPY 65,000, as the case may be. Any Transfer Fee shall be for the benefit of and payable to Investment Adviser. Transfers of Shares shall be deemed effective on the next Valuation Date following the date of receipt by the Administrator of the share transfer form, any due diligence documentation required in respect of the transferor and/or the transferee, and any other documentation as may be required by the Administrator.

The Shares will be subject to substantial restrictions on transfers and may only be transferred with the consent of the Directors. Furthermore, transfers of shares may only be conducted in accordance with the anti-money laundering policies and procedures of the Administrator.

Any transfers of Shares that are accepted by the Directors shall require a new completed subscription agreement signed by the transferee, the due diligence documentation required in respect of the transferor and/or the transferee and any other documentation as may be required by the Administrator. In the case of a permitted share transfer from an existing Shareholder in order to effect a joint shareholding, the new completed subscription agreement must be signed by both the transferor and the transferee.

Violation of applicable ownership and transfer restrictions may result in compulsory redemption and financial penalties.

The Shares are not listed, nor are they proposed to be listed on any securities exchange. It is currently not anticipated that there will be any secondary market for trading in the Shares. Shares may therefore prove to be illiquid and should not be considered as readily realizable investments.

Listing of the Fund

No application has been made to list the Shares on any Stock Exchange.

Reports to Shareholders

Shareholders will receive annual audited financial statements of the Fund.

The Administrator

Apex Fund Services (Malta) Limited is acting as administrator of the Sub-Fund.

The Sub-Administrator

Apex Fund Services (Malta) Ltd. is acting as the sub-administrator of the Sub-Fund.

The Distributor

Superfund Distribution and Investment Inc. is acting as distributor of the Sub-Fund.

The Registered Office

Apex Fund Services (Cayman) Ltd. will serve as the registered and principal office of the

Fund.

The Auditor

BDO Cayman Islands will serve as auditor of the Fund. The engagement letter between the Fund and BDO Cayman Islands contains provisions limiting the Auditor's liability to the Fund to a multiple of the fees paid along with provisions indemnifying the Auditor in certain circumstances.

Risk Factors

Investment in the Fund involves significant risks. All investments have risk factors. Therefore, there can be no guarantee against loss resulting from an investment in the Fund and there can be no assurance that the Fund's investment policy will be successful or that its investment objective will be attained. These risks are outlined in the section headed "*Investment Considerations and Risk Factors*" and Shareholders are urged to read this section carefully prior to investing.

INVESTMENT

OBJECTIVES

Investment Objectives of the Sub-Fund

The Segregated Portfolio's primary objective is to achieve capital appreciation through the leveraged trading of securities, equity return swaps, futures, forward contracts and/or options. The Segregated Portfolio will pursue its objective by investing all or substantially all of its assets in the Master Fund.

As of November 18, 2009, the Segregated Portfolio contributed all of its assets to the Master Fund, Superfund Blue Master SPC, in exchange for shares in the Master Fund and thereafter became a "feeder fund" into the Master Fund.

The Master Fund

Superfund Blue Master SPC (the "**Master Fund**") was incorporated as an exempted segregated portfolio company under the Companies Law of the Cayman Islands on July 3, 2009 and was registered under the Mutual Fund Law of the Cayman Islands on March 1, 2012. The Master Fund commenced operations on November 18, 2009. The Master Fund was formed to continue the investment activities of Superfund Blue SPC (the "Company").

The Master Fund is organized in the form of a segregated portfolio company. The Companies Law of the Cayman Islands and the Articles of Association of the Master Fund provide that the Master Fund may offer shares representing an interest in a particular segregated portfolio, which will have a separate and distinct portfolio of investments, and more than one class of shares may be issued in respect of any segregated portfolio. The assets and liabilities of the Master Fund held within or on behalf of a segregated portfolio will be segregated from the assets and liabilities of the Master Fund held within or on behalf of any other segregated portfolio.

Shares of the Master Fund are available for subscription weekly on the first Business Day after each Valuation Date of the Master Fund, or any other such day or days on which the directors of the Master Fund decide to permit subscription for shares to be made.

Except as otherwise set forth herein, redemption of shares of the Master Fund may be made weekly on the first Business Day after the Valuation Date of the Master Fund, or any other such day or days on which the directors of the Master Fund decide to permit redemptions of shares to be made.

Net Asset Value calculations for the Master Fund will be based on the same principles as stated in the Offering Memorandum for calculation of the Net asset Value of the Fund and its Sub-Funds.

There will be no management fees, performance fees, subscription charge or distribution fees charged by the Master Fund in respect of the Sub-Fund's investments.

The directors of the Master Fund may suspend Net Asset Value calculations (see section “Suspension of Redemption and Sales”) and limit subscriptions and redemptions during the suspension. The directors of the Master Fund may further limit redemptions as they, in their sole discretion, deem necessary to prevent the Master Fund from being deemed to be a personal holding company, foreign personal holding fund or controlled corporation under United States tax laws. Where a request for redemption of Shares is not withdrawn, the redemption shall be effected as of the first redemption day following the recommencement of redemptions. In addition, the Master Fund shall not be bound to redeem as of any redemption day more than ten percent (10%) of the number of shares outstanding in the event that the directors of the Master Fund determine, in their sole discretion, that such restriction is necessary to protect the Master Fund’s assets. If the Master Fund receives redemption requests as of any redemption day for an amount exceeding such percentage, it may reduce pro rata the number of shares to be redeemed in response to such request and shall carry forward to the next and each succeeding redemption day the balance of the request until such request has been complied with in full and that such balance shall have priority over any later requests. Consistent with sound business judgement, the directors of the Master Fund will take reasonable steps to limit the duration of any suspension.

The preceding discussion of the Master Fund is not intended to be complete and is subject to the provisions of the Memorandum and Articles of Association of the Master Fund, copies of which are available at the office of the Administrator.

Investment Objectives of the Master Fund

The Segregated Portfolio will invest all or substantially all of its assets in the Master Fund. The Master Fund presently employs a long-only equity strategy that utilizes proprietary trading strategies developed by members of the Superfund group of affiliated companies. The Investment Adviser makes trading decisions using proprietary, systematic trading systems, which automatically generate buy and sell signals, and constantly monitor relevant technical indicators on the global equity markets.

The trading systems are based on the principle that markets are not always efficient or random and that they have a propensity to move in a particular direction long enough for profits to be made from following the resultant patterns and/or trends. The systems employ technical analyses to identify such movements in the markets and to generate trade signals based on these movements. The systems are designed to signal trades that, from among the possible positions to take with respect to the universe of equities traded by the Master Fund offer a higher probability of generating profits than other equities, futures and currencies. Each system may use one or more of the following: current and historical prices, moving averages, trend-lines, regression and channel breakouts, Fibonacci retracement levels, Bollinger bands, relative strength index indicators and moving average convergence/divergence patterns in its analysis. Volatility and volume indicators are also employed to monitor risk and validate identified movements.

As a component of its trading strategy, the Investment Adviser may also utilize a market-neutral strategy for all or a portion of its portfolio of investments. The market-neutral system uses a long-short hedged strategy that seeks to hedge or reduce overall market risk of the Master Fund’s investments by taking short futures contract positions in broad-based equity

indices. For example, if the Master Fund enters into a long position on a stock, it may also enter into a short position (or offset an existing long position) in a futures contract on an equity index that corresponds to the country or region with which the stock is generally associated to increase the likelihood that the performance derived from the long equity position is mainly attributable to movements in the individual stock. Examples of equity indices that the Master Fund may utilize to hedge its long equity positions include, without limitation, Euro Stoxx 50 (Europe), S&P 500 Mini (United States), SPI 200 (Australia), Nikkei 225 Futures (Japan), Hang Seng Index (Hong Kong), DAX (Germany), FTSE 100 (United Kingdom), CAC 40 (France), IBEX 35 (Spain) and FTSE MIB 40 (Italy). The Master Fund may use alternative means to reduce the market risk of its investments in the future. The extent to which the Investment Adviser utilizes this long-short hedged strategy, if at all, will vary depending on market conditions.

The trading systems currently monitor markets in Australia, Europe, Japan, the United Kingdom, United States, Hong Kong and South Africa. However, there is no limitation on the geographic regions to which the Master Fund may have exposure, and the Master Fund may trade in emerging markets from time to time. The Master Fund does not currently trade in emerging markets, except South Africa. As emerging markets become more developed, the proprietary systems utilized by the Master Fund may trade in such markets using the same investment criteria set forth herein. The Master Fund currently may, directly or indirectly through swaps, take long or short leveraged positions in approximately 3,500 different equity securities that currently meet its trading programs' screening requirements, although the universe of equity securities that meet the Master Fund's screening requirements may expand to 9,000 different equity securities. The systems employed by the Master Fund screen the universe of stocks for compliance with liquidity, size and other requirements set out within their trading programs. The number of equities meeting the parameters of the trading systems will change over time and at any given time there may be significantly greater or fewer equity securities meeting the Master Fund's eligibility criteria. Because the Master Fund uses historical data to determine which equity securities meet the trading programs' screening requirements, it is possible that one or more individual equities will no longer meet the screening requirements at the time of a specific transaction. The Master Fund's portfolio, however, may be significantly concentrated in one or more regions at any given time. The screens utilized in the systems employed by the Master Fund are revised on an ongoing basis and, as a result, the universe of eligible securities and geographic regions accessed by the Master Fund could expand or contract over time. The average holding period or trade duration can vary from less than one day to approximately four weeks, with the average trade duration being several days. In addition, the Master Fund may trade spot and forward currency contracts, and/or currency swaps.

The Investment Adviser will pursue the Master Fund's investment objective through direct investment in equities or through the use of financial derivative instruments. Such derivative instruments may include, without limitation, swaps, options, and exchange traded and OTC futures and forward contracts. For example, the Master Fund may trade equities on a leveraged basis through total return swaps on a basket of securities. When the Master Fund enters into a total return swap, it will obtain a return which is based principally on the performance of the underlying basket of securities of the swap itself and the return sought is the same financial performance as if the Master Fund held the underlying securities directly,

plus or minus the financing costs that would have occurred had the transaction been fully funded from the outset. Futures contracts may be used to hedge against market risk. The Investment Adviser may also trade equities directly or indirectly through financial derivative instruments in any proportion deemed most practicable to carry out the Fund's objective.

The Master Fund may purchase financial derivative instruments using only a small portion of the assets that would be needed to purchase the securities directly. The Master Fund may be leveraged as a result of its use of financial derivative instruments; however, the amount of leverage is not expected to exceed six times the Net Asset Value of the Segregated Portfolio.

While it is the intention of the Master Fund to invest primarily in the investments set forth above, in extraordinary circumstances or where the Investment Adviser determines that there are insufficient investment opportunities, the Master Fund may retain a significant portion of funds held in the Segregated Portfolio in cash and/or other liquid assets as determined by the Investment Adviser.

In addition, the Class A (Gold EUR) Shares, Class A (Gold USD) Shares, Class A (Gold AUD) Shares, Class B (Gold EUR) Shares and Class R (Gold USD) have been designed for investors desiring to invest a portion of their assets virtually in currency independent investments which are linked to the value of gold. Currently, these share classes maintain a long position in gold futures with a notional, or face, value approximately equal to the net asset value of the share classes, although in the future these share classes may also invest in gold exchange traded funds ("ETFs"). Class R (Silver USD) Shares have been designed for investors desiring to invest a portion of their assets virtually in currency independent investments which are linked to the value of silver. Currently, these share classes maintain a long position in silver futures with a notional, or face, value approximately equal to the net asset value of the share classes, although in the future these share classes may also invest in silver ETFs. The Investment Adviser may also make investments for and on behalf of Class A (Gold EUR) Shares, Class A (Gold USD) Shares, Class A (Gold AUD) Shares, Class B (Gold EUR) Shares, Class R (Gold USD) and Class R (Silver USD) Shares directly and indirectly in other precious metals (also in their physical form) including but not limited to platinum and gold and their related products.

No management fees, performance fees, subscription charge or distribution fees will be payable at the Master Fund level in respect of the Segregated Portfolio's investment in gold or silver futures contracts.

Any balance of the funds held in respect of the Segregated Portfolio which are not invested in the Master Fund will be invested in cash accounts, fixed term deposits, money market instruments negotiated regularly and the residual maturity of which does not exceed 12 months, treasury bonds, bonds issued by OECD member states, their local authorities, or by public international bodies with EU, regional or worldwide scope, as well as bonds admitted to the official list of a stock exchange or negotiated on a regulated market, which have a high degree of liquidity and are issued by highly rated issuers, and money market and bond investment funds.

If the Investment Adviser decides not to apply a master/feeder strategy, the assets that would have been invested in the Master Fund will be directly invested using a similar

strategy to that currently used in the Master Fund, with any remaining balance invested in accordance with the preceding paragraph.

NO ASSURANCE CAN BE GIVEN THAT THE FUND WILL ACHIEVE ITS INVESTMENT OBJECTIVE.

NO ASSURANCE CAN BE GIVEN THAT ANY OF THESE DISCIPLINES WILL BE PROFITABLE OR THAT ANY FUND INVESTMENT SELECTED BY THE INVESTMENT ADVISER WILL ACHIEVE ITS INVESTMENT OBJECTIVES.

INVESTMENT ADVISER

Superfund Capital Management, Inc. (“SCM” or the “**Investment Adviser**”), serves as the Fund’s investment adviser and is responsible for investment management decisions. SCM was incorporated on March 27, 2001 as a Grenada International Business Company. SCM has been registered as a commodity pool operator with the U.S. Commodity Futures Trading Commission (the “CFTC”) since 2001 and is a member in good standing of the U.S. National Futures Association (the “NFA”) in that capacity.

SCM’s trading adviser activities provided to the Fund are not regulated by the Securities and Exchange Commission, CFTC, NFA, and/or Financial Industry Regulatory Authority, nor is the Fund subject to registration or review by any U.S. regulatory authorities.

The Investment Adviser will be responsible for all investment activities with respect to the Fund. This process shall include identifying, evaluating, and monitoring existing investments and potential investments. See “Potential Conflicts of Interest” regarding certain potential conflicts of interest involved in management of the Fund.

Recognising the importance of the different elements of the investment process, the Investment Adviser relies on the experience and background of its key investment professionals whose backgrounds are provided below.

The Director of the Investment Adviser is:

Martin Schneider

Martin Schneider was appointed as a Director of the Investment Adviser on July 28, 2010. From May 1997 to June 2001, Mr. Schneider served as Sales Director for Nike, Inc., an international retailer, in its European divisions. From July 2001 to July 2002, Mr. Schneider held the position of Commercial Director for FC Tirol Innsbruck, a former Austrian football club. In this position, Mr. Schneider was responsible for the promotional activities of the organization. Mr. Schneider spent August 2002 preparing for his transition to the Superfund group of financial companies. From September 2002 to March 2005, Mr. Schneider functioned as the sports marketing director for Quadriga Asset Management GmbH, a financial services company, and as the Executive Vice President of the successor company, Superfund Marketing and Sports Sponsoring Inc., a marketing services company. In April 2005, Mr. Schneider assumed the role of Operating Manager for

Superfund Group Monaco, a financial services company, a position he held until his appointment to the Investment Adviser in June 2010. In the position of Operating Manager, Mr. Schneider conducted internal operational and financial audits of members of the Superfund group of affiliated financial companies. Mr. Schneider is a graduate of TGM Technical School in Vienna, Austria, with a degree in mechanical engineering. Mr. Schneider is a citizen of Austria.

INVESTMENT CONSIDERATIONS AND RISK FACTORS

All investments risk the loss of capital. No guarantee or representation is made that the Sub-Fund will achieve its investment objective. Accordingly, an investment in the Sub-Fund is speculative and involves considerations and risk factors which prospective investors should consider before subscribing. The risk factors described herein are not exhaustive, and potential investors should review this Offering Memorandum in its entirety and consult with their professional advisors prior to investing in the Sub-Fund.

An investment in the Sub-Fund should form only a part of a complete investment program and an investor must be able to bear the loss of its entire investment. In addition, prospective investors should consult their own tax advisers regarding the potential tax consequences of the Sub-Fund's activities and investments.

As described above, the Sub-Fund normally will not invest and trade its assets directly, but will invest all or a substantial part of its assets into the Master Fund, which in turn will engage in all investment and trading activities on behalf of the Sub-Fund. **Accordingly, in reviewing the special risk considerations and risk factors below, any such considerations or risks that relate to the Master Fund must also be understood as relating to the Sub-Fund and any investment herein.**

The following is not, and does not purport to be, a complete description of the risks associated with an investment in the Sub-Fund. Rather, the following are only certain particular risks to which the Sub-Fund is subject and that prospective investors should discuss in detail with their professional advisers.

Investment Practices and Portfolio Risks

RECENT FINANCIAL MARKETS' DISLOCATION AND ILLIQUIDITY

The upheaval in the U.S. financial markets and the European Markets recently has illustrated that the current environment is one of extraordinary and possibly unprecedented uncertainty and instability for all market participants. U.S. and other financial markets around the world and their participants, including the Master Fund, the counterparties through which the Master Fund executes its transactions, and other financial institutions with which the Master Fund have contractual relationships in connection with its investments, have been negatively affected by such market turmoil. The nature of any resulting market, legal, regulatory, reputational and other unforeseen risks that will affect market participants in the future cannot be predicted. The impact of such risks on the markets in which the Master Fund operates cannot be determined, but could adversely affect the business of the Master Fund,

restrict the ability to acquire, sell or liquidate investments at favourable times and/or favourable prices, restrict the Master Fund investment and trading activities and impede the Master Fund's ability to achieve effectively its investment objectives.

INVESTMENT RISKS IN GENERAL

The Master Fund may use transactions involving swaps and notional principal contracts, commodity futures and commodity option contracts and may utilize such investment techniques such as short-sales, leverage, uncovered option transactions, workouts, illiquid securities, non-U.S. securities and attendant currency exchange transactions and highly concentrated portfolios, among others, which present substantial investment risks and could in certain circumstances magnify the impact of any market or investment developments. In general, the Master Fund will have the ability to direct or influence the management of its assets. If the Master Fund receives distributions in kind from any of the assets, it will incur additional costs and risks to dispose of such assets.

The Master Fund's investment activities involve the risks associated with investments generally. Such risks include adverse changes in national or international economic conditions, adverse local market conditions, changes in interest rates, exchange rates, corporate tax rates, operating expenses, environmental laws and regulations, and other various governmental rules and fiscal policies, energy prices, changes in the relative popularity of certain industries, dependence on cash flow, as well as acts of God, war, terrorism, earthquakes, hurricanes or flood and myriad other factors which are beyond the control of the Master Fund and the Investment Adviser. Although the Master Fund will attempt to moderate these risks, no assurance can be given that (i) the Master Fund's investment programs, investment strategies, trading systems and investment decisions will be successful; (ii) the Master Fund will achieve any return of capital invested; or (iii) investors will not suffer losses from an investment in the Fund.

BUSINESS RISKS

The Master Fund will invest substantially all of its available capital (other than capital the Investment Adviser determines to retain in cash or cash equivalents) in securities and other intangible investment instruments. While most of these instruments are traded in public markets, markets for such instruments in general are subject to fluctuations and the market value of any particular investment may be subject to substantial variation. In addition, such securities may be issued by unseasoned companies and may be highly speculative. No assurance can be given that the Master Fund's investment portfolio will generate any income or will appreciate in value.

POTENTIAL COUNTERPARTY DEFAULT RISKS

The Master Fund will be exposed to credit risk on counterparties with which it trades in relation to certain financial derivative instruments, such as swaps and other "over-the-counter" transactions. The risk differs materially from those entailed in exchange-traded transactions which generally are supported by guarantees of clearing organizations, daily marking-to-market and settlement, and segregation and minimum capital requirements

applicable to intermediaries. Transactions entered directly between two counterparties generally do not benefit from such protections and expose the parties to the risk of counterparty default. The Master Fund may be subject to risk of loss of assets on deposit with a broker in the event of the broker's bankruptcy, the bankruptcy of any clearing broker through which the broker executes and clears transactions on behalf of the Master Fund, or the bankruptcy of an exchange clearing house. In the case of any such bankruptcy, there exists the risk that the recovery of the Master Fund's assets might be delayed. In addition, the Master Fund might recover, even in respect of property specifically traceable to the assets of the Master Fund, only a pro-rata share of all property available for distribution to all of the broker's clients. Such an amount may be less than the amounts owed to the Master Fund. To the extent that any counterparty with or through which the Master Fund engages in trading or maintains accounts does not segregate the Master Fund's assets, the Master Fund will be subject to an increased risk of loss in the event of the insolvency of such counterparty. Regardless of whether the Master Fund's assets are segregated, investors should assume that the insolvency of any of the prime brokers or such other service providers would result in the loss of all or a substantial portion of the Master Fund's assets held by or through such prime broker and/or the delay in the payment of withdrawal proceeds. Such events would have an adverse effect on the NAV of the Master Fund.

SWAP TRADING RISKS

The Master Fund will trade swaps, including total return swaps. Swaps involve many of the same risks as those described above with respect to counterparty default risks. Often, swap contracts are not traded on exchanges; rather, banks and dealers act as principals in the swap market. As a result, a party to a swap transaction may be subject to the risk of the inability or refusal to perform with respect to such contract on the part of the counterparty with which such party trades. Historically, the over the counter swap market has generally not been regulated by any governmental authority. In such circumstances, speculative position limits are not applicable to swap transactions, although the counterparties with which a party to a swap transaction deals may limit the size or duration of positions available as a consequence of credit considerations. Finally, swaps may be illiquid and participants in the swap market are not required to make continuous markets in the swap contracts they trade.

THIRD PARTY DEPOSIT ACCOUNT RISK

In case of a bankruptcy of the Custodian of gold, silver and other Precious metals and/or any other custodian(s) appointed from time to time, there may be an administrative delay in getting access to the non-cash assets of the Master Fund held in custody.

Cash is kept in a third party deposit account and will be held on the balance sheet of that entity. In such circumstances, should the prime broker, third party bank or other custodian become insolvent, the Master Fund may become a general unsecured creditor of such third party, and the Master Fund may be at risk of loss of all or some of the cash held on deposit. While such third parties may be subject to various laws and regulations in various jurisdictions that are designed to protect their customers in the event of their insolvency, the practical effect of these laws and their application to the Master Fund's assets are subject to substantial limitations and uncertainties.

GLOBAL ECONOMIC & MARKET CONDITIONS

The Master Fund may invest in currencies, securities and instruments traded in various markets throughout the world, including in emerging or developing markets, some of which are highly controlled by governmental authorities. Such investments require consideration of certain risks typically associated with investing in currencies or securities of developed markets. Such risks include, among other things, trade balances and imbalances and related economic policies, unfavourable currency exchange rate fluctuations, imposition of exchange control regulation by governments, withholding taxes, limitations on the removal of funds or other assets, policies of governments with respect to possible nationalization of their industries, political difficulties, including expropriation of assets, confiscatory taxation and social, economic or political instability in foreign nations. These factors may affect the level and volatility of securities prices and the liquidity of the Master Fund's investments. Unexpected volatility or illiquidity could impair the Master Fund's profitability or result in losses.

The economies of countries differ in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance of payments position. Further, certain economies are heavily dependent upon international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. The economies of certain countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

FOREIGN MARKET RISKS

The Master Fund may trade extensively in various markets throughout the world, which may not be subject to the same level of regulatory oversight as trading in domestic markets. The risk of loss in trading foreign markets can be substantial. Foreign markets may not be subject to the same degree of regulation as their domestic counterparts. In addition, some foreign exchanges are "principals' markets" in which performance is the responsibility only of the individual exchange member counterparty, not of the exchange or a clearing facility. In such cases, the Master Fund will be subject to the risk that the member with whom the Fund has traded is unable or unwilling to perform its obligations under the transaction.

Trading on foreign exchanges also presents the risk of loss due to the possible imposition of exchange controls (making it difficult or impossible for the Master Fund to repatriate some or all of its assets held by foreign counterparties), government expropriation of assets, taxation, government intervention in markets, limited rights in the event of bankruptcy of a foreign counterparty or exchange and variances in foreign exchange rates between the time a position is entered and the time it is exited.

NO CONTROL OVER PORTFOLIO ISSUERS

The Master Fund may from time to time acquire substantial positions in the securities of particular companies. Nevertheless, the Master Fund is not likely to obtain representation

on the Board of Directors and will not take any control over the management of any company in which the Master Fund may invest and the success of each investment will depend on the ability and success of the management of the issuers in addition to economic and market factors.

LIMITED DIVERSIFICATION

No minimum level of capital is required to be maintained by the Sub-Fund and/or Master-Fund. As a result of subsequent losses or redemptions, the Master Fund may not have sufficient funds to diversify its investments to the extent desired or currently contemplated by the Investment Adviser. The degree of market risk to which the Master Fund is exposed will be inversely proportional to the degree to which the Master Fund's Assets is diversified.

ILLIQUID INVESTMENTS

For securities listed on a stock exchange it should be noted that some exchanges limit fluctuations in contract prices during a single day through resolutions referred to as "daily price fluctuations limits" or "daily limits". During a single trading day no trades may be executed at prices beyond the daily limit. Once the price of a particular market has increased or decreased by an amount equal to the daily limit, positions in the investment can be neither taken nor liquidated unless traders are willing to effect trades at or within the limit. In the past, prices have moved the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the Master Fund from promptly liquidating unfavourable positions and thus subject the Master Fund to substantial losses.

EQUITY RISKS

The Master Fund invests in equity securities listed and traded on organized securities exchanges. The value of these securities generally varies with the performance of the issuer and movements in the equity markets. As a result, the Master Fund may suffer losses if it invests in equity securities of issuers whose performance diverges from the Investment Adviser's expectations or if equity markets generally move in a single direction and the investments are not hedged against such a general move.

LOW CREDIT QUALITY SECURITIES

There is no minimum credit standard which is a prerequisite to the Master Fund's acquisition of any securities, and the debt securities in which the Master Fund is permitted to invest will be less than investment grade and may be considered to be "junk bonds". Securities in which the Master Fund may invest may rank junior to other outstanding securities and obligations of the issuer, all or a significant portion of whose debt securities may be secured by substantially all of the issuer's assets. Moreover, the Master Fund may invest in securities which are not protected by financial covenants or limitations on additional indebtedness.

OPTIONS & OTHER DERIVATIVES

The Master Fund may buy or sell (write) both call options and put options, and when they write options, they may do so on a “covered” or an “uncovered” basis. A call option is “covered” when the writer owns securities of the same class and amount as those to which the call option applies. A put option is covered when the writer has an open short position in securities of the relevant class and amount. The Master Fund’s option transactions may be part of a hedging strategy (i.e. offsetting the risk involved in another securities position) or a form of leverage, in which the Master Fund have the right to benefit from price movements in a large number of securities with a small commitment of capital.

In general, the principal risks involved in options trading can be described as follows, without taking into account other positions or transactions the Master Fund may enter into. When the Master Fund buys an option, a decrease (or inadequate increase) in the price of the underlying security in the case of a call, or an increase (or inadequate decrease) in the price of the underlying security in the case of a put, could result in a total loss of the Master Fund’s investment in the option (including commissions). The Master Fund could mitigate those losses by selling short, or buying puts on, the securities as to which it holds call options, or by taking a long position (e.g., by buying the securities or buying calls on them) in securities underlying put options.

When the Master Fund sells (writes) an option, the risk can be substantially greater than when it buys an option. The seller of an uncovered call option bears the risk of an increase in the market price of the underlying security above the exercise price. The risk is theoretically unlimited unless the option is “covered.” If it is covered, the Master Fund would forego the opportunity for profit on the underlying security should the market price of the security rise above the exercise price. If the price of the underlying security were to drop below the exercise price, the premium received on the option (after transaction costs) would provide profit that would reduce or offset any loss the Master Fund might suffer as a result of owning the security.

The Master Fund may also purchase and sell call and put options on stock indices listed on exchanges or traded in the over-the-counter market for the purpose of realizing their investment objectives or for the purpose of hedging their portfolios. Successful use by the Master Fund of options on stock indices is subject to the Investment Adviser’s ability to predict correctly movements in the direction of a relevant stock market generally or of a particular industry or market segment. This requires different skills and techniques than predicting changes in the price of individual stocks.

Where the Master Fund enters into swap arrangements and derivative techniques, it will be exposed to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of counterparty, the Master Fund could experience delays in liquidating the position and may incur significant losses. There is also a possibility that ongoing derivative transactions will be terminated unexpectedly as a result of events outside the control of the Investment Adviser, for instance, bankruptcy, supervening illegality or a change in the tax or accounting laws relative to those transactions at the time the agreement was originated.

SYNTHETIC PARTICIPATION IN ABSOLUTE RETURN STRATEGIES

The Investment Adviser of the Master Fund may utilize customized derivative instruments, including swaps, options, forwards, notional principal contracts or other financial instruments, to replicate, modify or replace the economic attributes associated with an investment in a security (including interests in collective investment vehicles and other Fund assets). The Master Fund may be exposed to certain additional risks should the Investment Adviser use derivatives as a means to synthetically implement the Master Fund's investment strategies. If the Master Fund enters into a derivative instrument whereby it agrees to receive the return of a security or financial instrument or a basket of securities or financial instruments it will typically contract to receive such returns for a predetermined period of time. During such period, the Master Fund may not have the ability to increase or decrease its exposure. In addition, such customized derivative instruments will likely be highly illiquid and it is possible that the Master Fund will not be able to terminate such derivative instruments prior to their expiration date or that the penalties associated with such a termination might impact the Master Fund's performance in a material adverse manner. Furthermore, derivative instruments typically contain provisions giving the counterparty the right to terminate the contract upon the occurrence of certain events. Such events may include a decline in the value of the reference securities and material violations of the terms of the contract or the portfolio guidelines as well as other events determined by the counterparty. If a termination were to occur, the Master Fund's return could be adversely affected as it would lose the benefit of the indirect exposure to the reference securities and it may incur significant termination expenses.

In the event the Master Fund seek to participate in a collective investment vehicle or other similar fund asset through the use of such synthetic derivative instruments, the Master Fund will not acquire any voting interests or other shareholder rights that would be acquired with a direct investment in the underlying Fund asset. Accordingly, the Master Fund will not participate in matters submitted to a vote of the shareholders. In addition, the Master Fund may not receive all of the information and reports to shareholders that the Master Fund would receive with a direct investment in such collective investment vehicle. Further, the Master Fund will pay the counterparty to any such customized derivative instrument structuring fees and ongoing transaction fees, which will reduce the investment performance of the Master Fund.

Derivative instruments generally have counterparty risk, i.e., the risk that the counterparty fails to fulfil its contractual obligations under the terms of the instrument, and such instrument may not perform in the manner as expected by the counterparties, thereby resulting in greater loss or gain to the investor. The Investment Adviser will seek to minimize the Master Fund's exposure to counterparty risk by entering into such transactions with counterparties the Investment Adviser believes to be creditworthy at the time it enters into the transaction. Certain transactions in such derivative instruments may require the Master Fund to provide collateral to secure its performance obligations under a contract.

COMMODITY AND FINANCIAL FUTURES

The Master Fund may invest in commodity futures contracts and in options thereon. Commodity markets are highly volatile. The profitability of such an investment depends on the ability of the Investment Adviser to analyze correctly the commodity markets, which are influenced by, among other things, changing supply and demand relationships, weather, governmental, agricultural, commercial and trade programs and policies designed to influence commodity prices, world political and economic events, and changes in interest rates. Moreover, investments in commodities futures and options contracts involve additional risks including, without limitation, leverage (margin is usually only 5-15% of the face value of the contract and exposure can be nearly unlimited). The CFTC and futures exchanges have established limits referred to as “speculative position limits” on the maximum net long or net short position which any person may hold or control in particular commodities. All of the positions held by all accounts owned or controlled by the Master Fund will be aggregated for the purpose of determining compliance with position limits. It is possible that positions held by the Master Fund may have to be liquidated in order to avoid exceeding such limits. Such modification or liquidation, if required, could adversely affect the operations and profitability of the Master Fund. The investment policies of the Master Fund permit the Investment Adviser to make use of futures and options for investment or hedging purposes. Due to the nature of futures, cash to meet margin monies will be held by a broker with whom the Master Fund has an open position. In the event of the insolvency or bankruptcy of the broker, there can be no guarantee that such monies will be returned to the Master Fund. On execution of an option, a Fund may pay a premium to the counterparty. In the event of the insolvency or bankruptcy of the counterparty, the option premium may be lost in addition to any unrealized gains where the contract is in the money.

RISK OF HEDGING ACTIVITIES

The Master Fund may use hedging techniques for the purpose of controlling exposure(s). There remains a substantial risk, that these hedging techniques may not always be effective in limiting losses. If the Investment Adviser’s trading methodology analyses market conditions incorrectly, the hedging techniques could result in a loss, regardless of whether the intent was to reduce risk. These risk reduction and other hedging techniques may also increase the volatility, may involve a small investment of cash relative to the magnitude of the risk assumed, or result in a loss if the other party to the transaction does not perform as promised. When the Master Fund concentrate its hedging activities with one counterparty and the counterparty fails to fulfil its obligations under a contract, in that case the Master Fund’s performance will be heavily negatively impacted.

INVESTMENT IN GOLD AND SILVER

The Class A (Gold EUR) Shares, Class A (Gold USD) Shares, Class A (Gold AUD) Shares, Class B (Gold EUR) Shares and Class R (Gold USD) Shares may maintain long positions in gold futures contracts, while the Class R (Silver USD) Shares may maintain long positions in silver futures contracts. The Master Fund may invest in physical gold, silver, platinum and other precious metals and their related products. The price of gold, silver and other precious metals fluctuates widely and is affected by numerous factors, including: (i) global

and regional political, economic and financial events or situations; (ii) investors' expectations with respect to the future rates of inflation and movements in world equity, financial and property markets; (iii) global gold and silver supply and demand, which is influenced by such factors as mine production and net forward selling activities by producers, central bank purchases and sales, jewellery demand and the supply of recycled jewellery, net investment demand and industrial demand; (iv) interest rates and currency exchange rates, particularly the strength of and confidence in the EURO and the USD; (v) investment and trading activities of hedge funds, commodity funds and other speculators. You should be aware that there is no assurance that gold or silver will maintain its value against the EUR, USD or AUD, respectively, in terms of purchasing power. There can be no assurance that the price of gold or silver will advance or not decline. Unless offset by trading profits, a decline in the price of gold or silver will result in a decline in the net asset value of the relevant gold or silver share class, possibly resulting in an overall loss on your investment.

The possibility of large-scale distress sales of gold or silver in times of crisis may have a short-term negative impact on the price of gold or silver and adversely affect the value of your investment. For example, the 1997 Asian financial crisis resulted in significant sales of gold by individuals, which depressed the price of gold. Crises in the future may impair the price performance of gold or silver which would, in turn, adversely affect your investment. Moreover, substantial sales of gold or silver by the official sector could adversely affect your investment. The official sector consists of central banks, other governmental agencies and multilateral institutions that buy, sell and hold gold or silver as part of their reserve assets. For example, since 1999, most gold sales by the official sector have been made in a coordinated manner under the terms of the Central Bank Gold Agreement. In the event that future economic, political or social conditions or pressures result in members of the official sector liquidating their gold assets all at once or in an uncoordinated manner, the demand for gold might not be sufficient to accommodate the sudden increase in supply. Consequently, the price of gold could decline significantly, which would adversely affect the value of your investment, possibly resulting in an overall loss on your investment.

NO GUARANTEE CAN BE GIVEN THAT THE TOTAL INVESTMENT AMOUNTS OF THE GOLD AND SILVER SHARES ARE ALWAYS FULLY HEDGED TO THE GOLD OR SILVER PRICE. IF MARGIN REQUIREMENTS FOR THE GOLD OR SILVER FUTURES POSITIONS SHOULD INCREASE SUBSTANTIALLY, THE INVESTMENT MANAGER, IN ITS DISCRETION, MAY REDUCE, OR ELIMINATE, THE GOLD OR SILVER POSITION SO AS TO BE ABLE TO CONTINUE THE TRADING THE INVESTMENT STRATEGY.

SHORT-SELLING

The Master Fund may engage in short selling. Short selling involves selling securities which are not owned by the short seller and borrowing them for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to profit from a decline in the market price to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. The extent to which the Master Fund engages in short sales will depend upon the Master Fund's investment strategy and opportunities. A short sale creates the risk of a theoretically

unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost to the Master Fund of buying those securities to cover the short position. There can be no assurance that the Master Fund will be able to maintain the ability to borrow securities sold short. In such cases, the Master Fund can be “bought in” (*i.e.*, forced to repurchase securities in the open market to return to the lender). There also can be no assurance that the securities necessary to cover a short position will be available for purchase at or near prices quoted in the market. Purchasing securities to close out a short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

DISTRESSED SECURITIES

The Master Fund may invest in companies that are in poor financial condition, lack sufficient capital or that are involved in bankruptcy or reorganization proceedings. Investments in securities of these types of companies face the unique risks of lack of information with respect to the issuer, the effects of applicable federal and state bankruptcy laws and regulations and greater market volatility than is typically found in other securities markets. As a result, investments in securities of distressed companies involve significant risks which could result in the Master Fund incurring losses with respect to such investments.

LEVERAGING BY FUND

The Master Fund may leverage its capital because it believes that the use of leverage may enable it to achieve a higher rate of return. Accordingly, the Master Fund may pledge its securities in order to borrow additional funds for investment purposes. The Master Fund may also leverage their investment return with options, short sales, swaps, forwards and other derivative instruments.

While leverage presents opportunities for increasing a fund’s total return, it has the effect of potentially increasing losses as well. Accordingly, any event which adversely affects the value of an investment by the Master Fund would be magnified to the extent the Master Fund is leveraged. The cumulative effect of the use of leverage by the Master Fund in a market that moves adversely to the Master Fund’s investments could result in a substantial loss to the Master Fund, which would be greater than if the Master Fund were not leveraged.

In general, the anticipated use of short-term margin borrowings results in certain additional risks to the Master Fund. For example, should the securities pledged to brokers to secure the Master Fund’s margin accounts decline in value, the Master Fund could be subject to a “margin call,” pursuant to which the Master Fund must either deposit additional funds or securities with the

broker, or suffer mandatory liquidation of the pledged securities to compensate for the decline in value. In the event of a sudden drop in the value of the Master Fund’s assets, the Master Fund might not be able to liquidate assets quickly enough to satisfy their margin requirements.

The Master Fund may enter into repurchase and reverse repurchase agreements. When the Master Fund enters into a repurchase agreement, it “sells” securities issued by a government, or agencies thereof, to a broker-dealer or financial institution, and agrees

to repurchase such securities for the price paid by the broker-dealer or financial institution, plus interest at a negotiated rate. In a reverse repurchase transaction, the Master Fund “buys” securities issued by a government, or agencies thereof, from a broker-dealer or financial institution, subject to the obligation of the broker-dealer or financial institution to repurchase such securities at the price paid by the Master Fund, plus interest at a negotiated rate. The use of repurchase and reverse repurchase agreements by the Master Fund involves certain risks. For example, if the seller of securities to the Master Fund under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Master Fund will seek to dispose of such securities, which action could involve costs or delays. If the seller becomes insolvent and subject to liquidation or re-organization under applicable bankruptcy or other laws, the Master Fund’s ability to dispose of the underlying securities may be restricted. It is possible, in a bankruptcy or liquidation scenario, that the Master Fund may not be able to substantiate its interest in the underlying securities. Finally, if a seller defaults on its obligation to repurchase securities under a reverse repurchase agreement, the Master Fund may suffer a loss to the extent that it is forced to liquidate its position in the market, and proceeds from the sale of the underlying securities are less than the repurchase price agreed to by the defaulting seller.

The financing used by the Master Fund to leverage its portfolio will be extended by securities brokers and dealers in the marketplace in which the underlying fund invests. While the Master Fund may attempt to negotiate the terms of these financing arrangements with such brokers and dealers, its ability to do so will be limited. The Master Fund are therefore subject to changes in the value that the broker-dealer ascribes to a given security or position, the amount of margin required to support such security or position, the borrowing rate to finance such security or position and/or such broker-dealer’s willingness to continue to provide any such credit to the Master Fund. Because the Master Fund may have no alternative credit facility which could be used to finance their portfolio in the absence of financing from broker-dealers, they could be forced to liquidate their portfolio on short notice to meet their financing obligations. The forced liquidation of all or a portion of the Master Fund’s portfolio at distressed prices could result in significant losses to the Master Fund.

LENDING PORTFOLIO SECURITIES

The Master Fund may lend their portfolio securities to brokers, dealers and financial institutions. In general, these loans will be secured by collateral (consisting of cash, government securities or irrevocable letters of credit) maintained in an amount equal to at least 100% of the market value, determined daily, of the loaned securities. The Master Fund would be entitled to payments equal to the interest and dividends on the loaned security and could receive a premium for lending the securities. Lending portfolio securities would result in income to the Master Fund but could also involve certain risks in the event of the delay of return of the securities loaned or the default or insolvency of the borrower.

BORROWINGS

The Master Fund may pursue borrowing as an investment policy in respect of their

respective assets and the Master Fund are authorized to borrow in order to purchase securities or debt instruments or to fund redemption requests. There are no restrictions on the Master Fund's borrowing capacity other than limitations imposed by any lender. In the event of a loan being made to the Master Fund, the Directors will use their best efforts to ensure that the lender agrees that its recourse is limited solely to the assets of the Master Fund.

CURRENCY EXCHANGE RISK EXPOSURE

The Master Fund may engage in foreign exchange hedging transactions in the interests of seeking the optimal protection of a Shareholder's investment (where the profits, gains and losses, costs, income and expenditure consequent upon such hedging transactions are allocated to certain Shares). However, such foreign exchange hedging transactions may not always be possible in changing market conditions. The Classes' performances may vary from each other due to their different currency exposures. The value of such investments may be affected favourably or unfavourably by fluctuations in exchange currencies, notwithstanding any efforts made to hedge such fluctuations. In addition, prospective investors whose financial currency is other than the Euro, consideration should be given to the potential risk of loss arising from currency fluctuations in the rate of exchange between the currency of investment and such other currency. Currency exchange rates have been highly volatile recently. The combination of volatility and leverage gives rise to the possibility of large profit and large loss.

For Gold and Silver Classes, the Master Fund may enter into Gold or Silver futures respectively as well as currency futures in order to mitigate the currency exposure of the Master Fund to the Gold and Silver Futures.

The Class A (Gold EUR) Shares, Class A (Gold USD) Shares, Class A (Gold AUD) Shares, Class B (Gold EUR) Shares and Class R (Gold USD) Shares are denominated in Euros, USD and AUD (as the case may be). For those prospective investors whose functional currency is other than the Euro, USD or AUD consideration should be given to the potential losses that arise from currency fluctuations between the Euro, USD or AUD and their own functional currency. Notwithstanding the foregoing, the Fund will create a synthetic gold future in Euro by investing into gold futures and/or forwards denominated in USD and having a USD/EUR currency position, as well as create a synthetic gold future in AUD by investing in gold futures and/or forwards denominated in USD and having a USD/AUD currency position.

The Class R (Silver USD) Shares are denominated in USD. For those prospective investors whose functional currency is other than the USD, consideration should be given to the potential losses that arise from currency fluctuations between the USD and their own functional currency.

For those prospective investors whose functional currency is other than the EUR, consideration should be given to the potential losses that arise from currency fluctuations between the Euro and their own functional currency.

CASH AND CASH EQUIVALENTS

The Investment Manager may elect to maintain a portion of Sub-Fund assets and/or Master Fund assets in cash and cash equivalents, such as money market funds or short-term government bonds, marketable securities and commercial paper. Investments in cash equivalents provide greater securities and liquidity than other types of investments but they may produce lower returns than other investments which entail higher risk. While money market funds seek to purchase and manage instruments to maintain stable prices, there is no guarantee that a money market fund will be able to do so. For example, a major increase in interest rates or a decrease in the credit quality of the issuer of one of a money market fund's investments could cause the money market fund's share price to decrease and the Fund could incur a loss.

POTENTIAL FAILURE OF FUTURES COMMISSION MERCHANTS

Under the United States Commodity Exchange Act (the "**Commodity Exchange Act**"), futures commission merchants are required to maintain clients' assets in a segregated account. To the extent that the Master Fund engages in futures and options contract trading and the futures commission merchants with whom the Master Fund maintains accounts fail to segregate clients' assets, such as the assets of the Master Fund, these clients' assets will be subject to a risk of loss in the event of the bankruptcy of any of its futures commission merchants. In certain circumstances, the respective client might be able to recover, even in respect of property specifically traceable to the client, only a pro rata share of all property available for distribution to bankrupt futures commission merchants customers.

In addition, non-U.S. institutions may be subject to different bankruptcy or other regulatory regimes than those applicable to U.S. institutions, and in doing business with such non-U.S. institutions, the Master Fund may not be afforded certain of the protective measures provided by U.S. laws and regulations. Although the Master Fund will attempt to minimize its risk in this area, there is no action that the Master Fund can take that is completely risk-free.

BROKERAGE COMMISSIONS AND TRANSACTION COSTS

In selecting brokers or counterparties to effect portfolio transactions, the Master Fund will likely consider such factors as price, the ability to effect the transaction, the reliability and financial responsibility and any research products or services provided. Accordingly, if the Investment Adviser determines in good faith that the amount of commissions or transaction fees charged by the entity is reasonable in relation to the value provided, the Master Fund may pay an amount greater than that charged by another entity.

"NEW ISSUE" INVESTMENTS

The rules of the U.S. Financial Industry Regulatory Authority ("**FINRA**") prohibit restricted persons from participating in any new issue of equity securities, provided that an exemption is available for restricted persons who own a beneficial interest in a pooled investment vehicle such as the Master Fund. Under this exemption, restricted persons may participate in up to 10% of the gains or losses of a pooled investment fund's investments in new issues. The definition of "*restricted person*" includes any member firms of FINRA and any other broker-dealers, any officer, director, general partner, associated person or employee of an FINRA member or other broker-dealer, any agent of broker-dealers to the

extent the agents are engaged in investment banking business, owners of broker-dealers, certain family members of persons who work in the financial services industry, finders and fiduciaries of managing underwriters for offerings in which they are acting in such capacities, and certain portfolio managers including persons who have authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment adviser or collective investment account. To the extent that a Shareholder is “restricted”, an investment in the Master Fund may produce lower performance than that experienced by Shareholders who are not restricted. Any Shareholder who does not provide the Master Fund with information sufficient to show that the Shareholder is not restricted will be presumed to be restricted and will not be allocated new issue profits (if any are received) in excess of those permitted under the then applicable FINRA rules of conduct.

TRADING IN SECURITIES OF EMERGING MARKET ISSUERS

The Master Fund may trade in securities of issuers located in emerging markets. Emerging markets are by definition “in transformation” and are therefore exposed to the risk of swift political change and economic downturn. In recent years, many emerging market countries have undergone significant political, economic and social change. In many cases, political concerns have resulted in significant economic and social tensions and in some cases both political and economic instability has occurred. Political or economic instability may affect investor confidence, which could in turn have a negative impact on the prices of emerging market exchange rates, securities or other assets.

The prices of emerging market exchange rates, securities or other assets are often highly volatile. Movements in such prices are influenced by, among other things, interest rates, changing market supply and demand, external market forces (particularly in relation to major trading partners), trade, fiscal, monetary programmes, policies of governments, and international political and economic events and policies. There may also be additional risks attendant to holding securities in local correspondents located in developing or emerging market countries. Lack of adequate custodial systems in some emerging market countries may prevent investment in a given country or may require the Master Fund to accept greater custodial risks than in developed countries in order to invest in such countries. Shareholders should note that settlement mechanisms in emerging market countries are generally less developed and reliable than those in more developed countries and that this, therefore, increases the risk of settlement default, which could result in substantial losses for the Master Fund in respect to its investments in emerging market countries. In addition, the legal infrastructure and accounting, auditing and reporting standards in emerging market countries in which the Master Fund may invest may not provide the same degree of information to investors as would generally apply in more developed markets. In particular, valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may be treated differently from accounting standards in more developed markets.

In emerging markets, the development of securities markets usually is at an early stage. This could lead to risks (such as increased volatility) and practices that are not common in more developed securities markets, which may negatively affect the value of securities listed on the

exchanges of such countries. In addition, markets of emerging market countries are often characterised by illiquidity in the form of a low turnover of some of the listed securities.

It is important to note that, during times of global economic slowdown, emerging market exchange rates, securities and other assets are more likely than other forms of investment with lower risks to be sold during any “flight to quality”, and their value may decrease accordingly.

Investments in emerging markets may also be adversely affected by governmental actions such as the imposition of capital controls, nationalization of companies or industries, expropriation of assets or the imposition of punitive taxes. In addition, certain governments may prohibit or impose substantial restrictions on foreign investing in capital markets or in certain industries. Any such action could severely affect security prices, impair the Master Fund’s ability to purchase or sell emerging market securities or otherwise adversely affect the Master Fund. Other emerging market risks may include, without limitation, difficulties in pricing securities and difficulties in enforcing favourable legal judgements in courts.

GENERAL REGULATORY DEVELOPMENTS

Regulations have been recently adopted and others are currently pending with the SEC and other governmental entities both domestic and foreign might increase regulation efforts still further. These events have led to speculation that some banks and dealers will alter lending practices to hedge funds on a permanent basis; that U.S. and non-U.S. governments will increase the regulation of hedge funds and that hedge funds will experience large redemptions and inability to raise new capital, all of which would be problematic for the Master Fund.

GOVERNMENTAL INTERVENTION

As at the date of this Offering Memorandum, global financial markets are undergoing pervasive and fundamental disruptions and significant instability which has led to extensive governmental intervention. Regulators in many jurisdictions have implemented or proposed a number of emergency regulatory measures. Government and Regulatory interventions have sometimes been unclear in scope and application, resulting in confusion and uncertainty which in itself has been detrimental to the efficient functioning of financial markets. It is impossible to predict with certainty what additional interim or permanent governmental restrictions may be imposed on the markets and/or the effect of such restrictions on the Investment Adviser’s ability to implement the Master Fund’s investment objective.

Whether current undertakings by governing bodies of various jurisdictions or any future undertakings will help stabilize the financial markets is unknown. The Investment Adviser cannot predict how long the financial markets will continue to be affected by these events and cannot predict the effects of these or similar events in the future on the Master Fund, the European or global economy and the global securities markets.

The securities, futures and other derivatives markets are subject (in varying degrees) to comprehensive statutes, regulations and margin requirements. The events of the past several years, including severe market disruptions and volatility, financial institution failures and defaults, increases in the amount of capital allocated to alternative investment strategies and large-scale financial frauds, have caused lawmakers and regulators to promulgate and adopt new laws and regulations and to consider additional oversight of

financial markets, including more stringent registration and disclosure requirements and other heightened oversight requirements with respect to private investment funds and their advisers, new or increased restrictions with respect to certain trading techniques and related financial instruments (e.g., short sale restrictions, clearing and trading of over-the-counter derivatives and enhanced speculative position limits) potential changes to the tax treatment of U.S. and non-U.S. investment vehicles and their advisers, the creation of a single systemic risk regulator with regulatory oversight and authority over substantially all U.S. financial markets and other substantial changes to the broader legal and regulatory framework in which such funds operate. Even beyond these recent changes, the regulators, self-regulatory organisations and exchanges around the world will continue to have the authority to implement regulations that could affect the Master Fund's investment strategy to varying degrees, including the authority to take extraordinary actions in the event of market emergencies (which authority may be used more frequently if market conditions are or remain unusually turbulent). The regulation of private investment vehicles and their transactions also is subject to future modification by further legislative and regulatory action as well as judicial review. The duration, severity, and effect of the worldwide financial crisis of the past few years and the ultimate governmental response thereto with respect to private investment funds cannot be predicted. Any resulting changes in the treatment of such funds and their investments could have a material adverse impact on the returns of the Master Fund's ability to conduct its business as described in this Offering Memorandum.

INFLATION RISK

Inflation may affect the real value of an investor's savings and investment which may reduce the buying power of the money an investor has saved and of their investments.

EMU (ECONOMIC AND MONETARY UNION)

The Master Fund could be adversely affected if the arrangements relating to EMU do not continue (for example, the EMU participants experience significant unexpected political or economic difficulties). In addition, if one of the members of the European Union participating in EMU withdraws from EMU, the value of any holdings of the Master Fund issued by issuers from the country or with significant operations in that country could be adversely affected.

Management Risks

INVESTMENT STRATEGIES

As the investment strategies may be modified and altered from time to time, it is possible that the investment strategies used in the future may be different from those presently in use. No assurance can be given that the investment strategies used or to be used will be successful under all or any market conditions.

PERFORMANCE-BASED PROFIT ALLOCATIONS

The fees paid to the Investment Adviser include performance-based fees, if any, subject to a

high water mark. These fees may create an incentive for the Investment Adviser to make Master Fund's investments that are riskier or more speculative than would be the case in the absence of such performance-based arrangements.

RELIANCE ON THE INVESTMENT ADVISER AND ON KEY INDIVIDUALS

Although the overall supervision of the Master Fund is vested in the Board of Directors, the Master Fund will rely on the Investment Adviser in formulating its investment strategies. The past performance of the Investment Adviser may not be indicative of the future performance of the Master Fund. There can be no assurance that the Master Fund will achieve its investment objective.

The Master Fund's investment performance is also dependent on the expertise of the Investment Adviser. The loss of one or more key individuals could have a material adverse effect on the performance.

The bankruptcy of the Investment Adviser or the discontinuance of the Investment Adviser's with any of the parties or otherwise with the operations of the Master Fund may have an adverse impact on the Net Asset Value. Investors must rely on the judgment of the Investment Adviser. The Investment Adviser and their principals and affiliates are not required to devote substantially all their business time to the Master Fund's business.

If the Investment Adviser is removed, resigns or otherwise no longer serves as the Investment Adviser of the Master Fund, or if the Investment Adviser is no longer serving in such capacity, certain Master Fund's assets may be terminated or otherwise no longer available to the Master Fund, which may have an adverse impact on the Master Fund's investment performance.

EXPOSURE TO DYNAMIC INVESTMENT STRATEGY

The Investment Adviser may not follow one specific investment strategy, but rather, may employ different trading strategies which the Investment Adviser determines are consistent with the Master Fund's investment objective. Because the Investment Adviser may change the Master Fund's allocation of assets among a variety of diverse investments and strategies at any time, investors may be exposed to the risks associated with each of those investments and strategies but will not know at the time of investment, or over the duration of their investment, the precise nature of such exposure. An investment therefore involves a high degree of uncertainty and investors will be exposed to a significant degree of risk.

ALGORITHMIC TRADING

The Investment Adviser intends to primarily use "algorithmic" trading strategies or systems. Algorithmic trading is generally accomplished through the use of computer algorithms and systems to automatically make trading decisions, submit orders, and manage those orders after submission, generally without human intervention (except as necessary for purposes of monitoring and controlling portfolio risk and managing the Master Fund's investments during periods of significant market disruption and stress or similar purposes). The Investment Adviser's algorithmic trading activities, including risk management, depend on the integrity

and performance of the hardware, software and communications systems supporting them. Extraordinary transaction volume, hardware or software failure, programming defects or flaws, power or telecommunications failure or a natural disaster could cause the Investment Adviser's computer systems to operate at an unacceptably slow speed or even fail. Any significant degradation or failure of the systems that the Investment Adviser uses to gather and analyze information, enter transaction orders, process data, monitor risk levels and for other purposes may result in substantial losses on transactions, liability to other parties, lost profit opportunities, increased operational expenses and/or diversion of technical resources. These factors could have a material adverse effect on the Master Fund's performance.

Additionally, the algorithmic trading undertaken by the Investment Adviser relies upon quantitative models and systems. Such models and systems may entail the use of sophisticated statistical calculations and complex algorithms, and there is no assurance that the Investment Adviser will be successful in carrying out such calculations correctly or that the use of these quantitative models and systems will not expose the Master Fund to the risk of significant losses. In addition, the analytical techniques used by the Investment Adviser cannot provide any assurance that the Master Fund will not be exposed to the risk of significant trading losses if the underlying patterns that form the basis for the quantitative models and systems employed by the Investment Adviser change in ways not anticipated by the Investment Adviser. Furthermore, given the rapid speed with which orders are entered into the market by an algorithmic trading system, any errors or "bugs" in such algorithmic trading system, or any human error, could result in a significant amount of erroneous orders being submitted to the market, which could result in significant trading losses for the Master Fund. Finally, the effectiveness of quantitative models and systems may diminish over time, and attempts to apply existing quantitative models and systems to new or different markets, strategies or financial instruments may prove ineffective.

To the extent that information regarding the Investment Adviser's positions or trades becomes or is required to be made publicly available, there is a material risk that other market participants may seek to reverse engineer the Investment Adviser's quantitative strategies from such public information. The use of the Investment Adviser's investment strategies by other persons, whether as a result of reverse engineering, "front running" or other actions, may have a material adverse effect on the Master Fund's performance.

RELIANCE ON COMPUTER PROGRAMS

The Investment Adviser makes extensive use of computers. The use of a computer in collating information or in developing and operating a trading method does not assure the success of the method. The analytical techniques cannot provide any assurance that the Master Fund will not be exposed to the risk of significant trading losses if the underlying patterns of market behaviour studied by the Investment Adviser and which provide the basis for its statistical models change in ways not anticipated by the Investment Adviser. A computer is merely an aid in compiling and organizing information and in executing algorithms developed by human beings. Accordingly, no assurance is given that the trading decisions based on computer-generated information will produce profits for the Master Fund.

Fund Risks

DIVIDENDS AND DISTRIBUTIONS

The Master Fund does not intend to pay dividends or other distributions, but intends instead to reinvest substantially all of the Master Fund's income and gain. Accordingly, an investment in the Sub-Fund may not be suitable for investors seeking current returns for financial or tax planning purposes.

LACK OF TRANSFERABILITY OF FUND SHARES

The Shares offered hereby have not been registered under United States Federal or state securities laws, or the laws of other jurisdictions and are subject to restrictions on transfer contained in such laws. There will not be any market for the Shares.

ABSENCE OF SERIES AND EQUALISATION PROVISIONS

The Shares are not subject to any series or equalization provisions in respect of the Subscription Price, Redemption Price and the Performance Fee. Accordingly, some investors may benefit and others may be prejudiced by the absence of tracking the performance of individual Shares.

EFFECTS OF SUBSTANTIAL REDEMPTIONS

Substantial voluntary redemptions of Shares by Shareholders within a limited period of time could require the Master Fund to liquidate certain assets sooner than would otherwise be desirable, regardless of the period of time in which redemptions occur. The resulting reduction in the Master Fund's Net Asset Value and thus in its equity base, could make it more difficult for the Master Fund to diversify its holdings and achieve its investment objective. The Directors may suspend or limit redemptions as they deem necessary in their sole discretion.

FUND NOT REGISTERED

The Fund and the Master Fund are not registered under the United States Investment Company Act. The United States Investment Company Act provides certain protection to investors and imposes certain restrictions on registered investment companies (including limitations on the ability of registered investment companies to incur debt), none of which will be applicable to the Fund and/or the Master Fund.

FEES AND EXPENSES

Whether or not the portfolio of the Sub-Fund and Master Fund are profitable, it is required to pay fixed fees and expenses including offering expenses, administrative and operating expenses and advisory fees.

CROSS LIABILITY

Although the assets and liabilities of each Class of Shares will be tracked, for book-keeping

purposes, separately from the assets and liabilities of any other Class of Shares, for legal purposes there is cross liability between the Classes of Shares. Thus, the assets of one Class of Shares can be used to satisfy the liabilities of any other Class of Shares. There is no guarantee that the assets of any particular Class will not be used to satisfy the liabilities of another Class.

SEGREGATION OF ASSETS

The concept of legal segregation of accounts is recognized by legislation in the Cayman Islands under the Cayman Islands Companies Law. However, the legislation is untested in the courts of Cayman Islands and similar legislation in respect of segregated accounts has also not been tested in courts of other jurisdictions. It is not entirely clear whether such legislation or the related concepts would be recognized by the courts if issues relating to the legal segregation of accounts are litigated in the court. In such circumstances, the net assets of one Segregated Portfolio may be exposed to the liabilities of another.

SOPHISTICATED INVESTORS

The Participating Shares are a suitable investment only for sophisticated investors for whom an investment in the Sub-Fund does not constitute a complete investment program and who fully understand and who are willing to assume and have the financial resources necessary to withstand the risks involved in the Master Fund's specialized investment program.

POSSIBLE INDEMNIFICATION OBLIGATIONS

The Master Fund has agreed to indemnify the Directors, the Investment Adviser and the Administrator against certain liabilities they or their respective directors, officers, affiliates or agents may incur in connection with their relationship with the Fund. These indemnity obligations may or may not be limited with reference to negligence, bad faith, wilful default or fraud.

CONFLICTS OF INTEREST

Conflicts of interest may exist in the structure and operation of the Master Fund's business.

The interests of the Investment Adviser and the members, directors, employees and related parties of the Investment Adviser may conflict with the interests of the Shareholders on any issue requiring a vote.

There will be no limitation with respect to the Investment Adviser's other activities and investments or with respect to the activities of other investment portfolios managed by the Investment Adviser. The Investment Adviser intends to perform its duties in an equitable and fair manner at all times. Without limiting the generality of the foregoing, the Investment Adviser is required to devote only such time as may be reasonably required to conduct the business affairs and activities of the Master Fund.

The fees to be paid to the Investment Adviser have not been set by arms-length negotiations. The Performance Fee payable to the Investment Adviser may create an incentive to make investments that are riskier or more speculative than would be the case in the absence of such an arrangement.

AUDIT LIABILITY CAP

BDO Cayman Islands, has been appointed auditors to the Fund and will conduct their audits in accordance with International Standards on Auditing. The engagement letter between the Fund and the auditors may contain provisions limiting the liability of the auditors except to the extent finally determined to have resulted from their wilful or intentional neglect or misconduct, or fraudulent behaviour. Other release and indemnity provisions may also be contained in the engagement letter relating to consequential loss, third party claims and fraudulent acts or omissions, misrepresentations or wilful default on the part of the Fund, its directors, employees or agents.

Master Fund Risks

If the Master Fund experiences a trading or other loss or liability that exceeds the available assets of the Master Fund, then the Sub-Fund may inadvertently benefit from having invested assets in the Master Fund, rather than having engaged in trading activities directly, with assets of the Sub-Fund not invested in the Master Fund otherwise being unavailable to meet any such trading or other loss or liability.

In such circumstances, the directors of the Fund may, in their discretion and depending on the circumstances of any such trading loss or liability, require that any or all of the available assets of the Sub-Fund (including assets not invested in the Master Fund), up to the amount that would have been at risk had the Sub-Fund engaged in trading activities directly, be used to meet any such trading or other loss or liability experienced by the Master Fund.

United States FATCA

Subject to the discussion regarding the US IGA below, sections 1471 – 1474 of the Internal Revenue Code 1986, as amended (referred to as “FATCA”) contain new rules with respect to certain payments to non-United States persons, such as the Fund, including interest and dividends from securities of US issuers and gross proceeds from the sale of such securities. All such payments may be subject to withholding at a 30 per cent rate, unless the recipient of the payment satisfies certain requirements intended to enable the United States Internal Revenue Service (“IRS”) to identify certain United States persons with interests in such payments. Such withholding currently applies with respect to US source dividends, interest and similar income payments, and will apply to payments of gross proceeds and certain non-US payments made after 31 December 2016.

The United States and the Cayman Islands signed an intergovernmental agreement for the implementation of FATCA (the “IGA”). Pursuant to the IGA, which follows the “Model 1B” intergovernmental agreement disclosed by the United States Treasury in 2012, the Fund will generally not be subject to the above described FATCA withholding tax on payments it

receives, and will generally be relieved from the obligation to enter into a direct agreement with the IRS under which it would be required to file information reports directly to the IRS concerning US ownership and to withhold US tax on payments made to its investors, provided that the Cayman Islands government and the Fund comply with the terms of the IGA and enabling Cayman Islands legislation that is currently pending. Among other things, the IGA and Cayman Islands law would require the Fund to identify certain of its direct and indirect US owners and report such ownership to the Cayman Islands, which in turn would report information regarding such ownership to the IRS.

Each prospective investor should consult with its own tax advisor as to the potential impact of FATCA on its own tax situation.

The foregoing list of risk factors does not purport to be a complete explanation of all risks involved in this offering. Prospective investors should read the entire Offering Memorandum and consult with independent qualified sources of investment and tax advice before determining whether to invest in Shares.

ISSUE AND REDEMPTION OF SHARES

Offering

This Offering Memorandum does not constitute an offer to sell Shares. Applications to purchase Shares must be made by completing the Subscription Agreement attached hereto as Appendix I and sending such Subscription Agreement to the Administrator in accordance with the instructions set forth therein.

Issue

Shares are being offered to investors for issue on any Subscription Date at the Net Asset Value per Share applicable to the Class of Shares subscribed for and as calculated on the Valuation Date immediately preceding the Subscription Date. Subscriptions agreements and subscription monies must be received no later than 4:00 p.m. (Cayman Islands Time) on the Business Day prior to the applicable Subscription Date. Applications received after such time will be dealt with on the next following Subscription Date, unless otherwise determined. The acceptance of subscriptions on each Subscription Date is subject to confirmation of the prior receipt of cleared funds credited to the Fund's subscription bank account held for the Sub-Fund. Subject to the foregoing, investors whose subscriptions are not rejected by the Fund will be admitted to the Sub-Fund as of 4:00 pm (Cayman Islands Time) on the relevant Subscription Date. No escrow account is used in the processing of subscriptions.

A subscription received and not immediately rejected by the Fund will be deposited in a non- interest bearing account pending on the acceptance of such subscription by the Fund at the next Subscription Date. Any interest earned on such subscription will be credited to the Fund's account held for the Sub-Fund, not to the individual subscriber's shareholding. If any application is not accepted in whole or in part, the application monies or (where an application is accepted in part only) the balance thereof will be returned (without interest) by wire to the applicant (or, in the case of joint applicants, the first named), at the

expense of the applicant.

The Board of Directors reserves the right to reject subscriptions in its absolute discretion and is not obliged to disclose the reason for rejecting any subscription application. The Board of Directors reserves the right to vary the subscription requirements of the Sub-Fund and to close the Sub-Fund to new subscriptions. In addition, the Board of Directors may at any time at its discretion temporarily discontinue, cease definitively or limit the issue of Shares to persons or corporate bodies resident or established in certain countries or territories. The Board of Directors may also prohibit certain persons or corporate bodies from acquiring Shares if such a measure is necessary or desirable for the protection of the Shareholders.

If an application for Shares is accepted, the Administrator will register the name of the Subscriber on the books of the Sub-Fund in respect of the Shares. Shares will be held in registered form. Share certificates will generally not be issued nor will any other documentation be issued, other than confirmation notices. Contract notes will include a Shareholder identification number and details of the Shares that have been allotted. However, contract notes will be sent to subscribers only after approval of their application form.

Subscription payments can be made by wire transfer only.

The minimum initial investment which may be accepted in respect of each Class of Shares is as follows:

Class A (EUR) Shares: €50,000
Class A (Gold EUR) Shares: €50,000
Class A (Gold USD) Shares: USD
\$30,000
Class A (Gold AUD) Shares: AUD 30,000
Class A (USD) Shares: USD \$50,000

Class B (Gold EUR) Shares: €50,000
Class B (JPY) Shares: JPY 5,000,000

Class R (USD) Shares: USD \$25,000
Class R (Gold USD) Shares: USD
\$25,000
Class R (Silver USD) Shares: USD
\$25,000

The Directors may accept initial subscriptions of lesser amounts, in their sole discretion.

Shareholders shall be required to maintain a minimum holding in the relevant Sub-Fund

equivalent
to the relevant minimum initial investment for such Sub-Fund, unless otherwise waived
by the

Directors in their sole discretion. The Fund, acting for and on behalf of the Sub-Funds, reserves the right to suspend, in its discretion, the acceptance of new or additional subscriptions from time to time.

The minimum amount of every subsequent subscription for each class of Shares is as

follows: Class A (EUR) Shares: €5,000
Class A (Gold EUR) Shares: €5,000
Class A (Gold USD) Shares: USD \$5,000
Class A (Gold AUD) Shares: AUD 5,000
Class A (USD) Shares: USD \$5,000

Class B (Gold EUR) Shares: €5,000
Class B (JPY) Shares: JPY 500,000

Class R (USD) Shares: USD \$5,000
Class R (Gold USD) Shares: USD \$5,000
Class R (Silver USD) Shares: USD \$5,000

The Directors may also accept subsequent subscriptions of lesser amounts, in their sole discretion.

Notwithstanding the foregoing, the minimum initial and subsequent subscription amount in respect of all investments solicited and/or executed in Austria and the Netherlands shall be EUR 100,000 (or other currency equivalent), and the Administrator and the Directors shall not have any discretion to accept a lesser subscription amount in respect of such investments.

Shares may not be issued during the period of any suspension of the determination of the Net Asset Value of the Shares (for details see the section headed "Valuation and Prices").

All instructions received by facsimile from investors or Shareholders in respect of the subscription, transfer and redemption of Shares (whether or not the original written applications or requests, as the case may be, are also required by the Investment Adviser to follow such instructions sent by facsimile) will generally be acted upon by the Investment Adviser and the Administrator subject to the Investment Adviser's absolute discretion not to, and instructing the Administrator not to do so until the original written instructions are received. The Investment Adviser and Administrator may take any appropriate action to carry out such instructions upon receipt thereof notwithstanding any error, misunderstanding or lack of clarity in the instructions. None of the Investment Adviser or the Administrator is obliged to verify the identity of the person sending the instructions.

None of the Investment Adviser or the Administrator will be liable for any loss which the relevant investor or Shareholder may suffer arising from (a) their acting on any instructions sent by facsimile which purport to be (and which they believe in good faith to be) from the relevant investor or Shareholder; or (b) the Investment Adviser exercising its absolute discretion not to act, and instructing the Administrator not to act on such

instructions sent by facsimile; or (c) any instructions, sent by facsimile or otherwise, which are not received by the Investment Adviser or the Administrator due to failed transmission or delivery thereof. The relevant investor or Shareholder will keep the Fund, the Investment Adviser and the Administrator fully indemnified on demand against all actions, losses and expenses brought against, or incurred by, the Investment Adviser, or the Administrator resulting from any of them acting, or failing to act, on such instructions or from the non-receipt of instructions.

In the event of a suspension of the determination of the Net Asset Value of the Shares (for details see the section headed "Valuation and Prices") a Shareholder may withdraw his request for subscription of Shares provided such a withdrawal is actually received before the termination of the period of suspension. Where the request is not so withdrawn, the subscription of the Shares will be made on the Subscription Date next following the end of the suspension. Shares may not be issued during the period of suspension.

Subscription Charge

The Fund shall deduct a Subscription Charge of 7% of each subscription for Shares, payable to the Distributor, unless the Directors or the Distributor, in their sole discretion, agree to a lesser Subscription Charge.

Redemption

Shareholders will have the right to require all or a portion of their Shares (other than Side Pocket Investment Shares) to be redeemed on a Redemption Date with notice no later than 4:00 p.m. (Cayman Islands Time) on the Business Day prior to the applicable Redemption Date to the Administrator in the form attached hereto as Appendix 2. The Redemption Form will be accepted by fax, however the original must be mailed to the Administrator immediately. The Board of Directors in its sole discretion may decide to waive the requirement for such notice, reduce the number of days' notice required, and to redeem Shares on any day or days other than a Redemption Date.

The Administrator or the Fund will not accept any responsibility for any loss as a result of the non-receipt of any Redemption Notice sent by facsimile transmission. Where a Redemption Notice is sent by facsimile transmission, the Fund will not release the redemption proceeds to the redeeming Participating Shareholders until such time as both the original Redemption Notice and Subscription Agreement are received by the Administrator.

Shares will be redeemed at the Net Asset Value per Share applicable to that Class of Shares as calculated on the relevant Valuation Date, after payment of applicable fees (the "**Redemption Price**"), less any applicable Redemption Charge.

If compliance with a Shareholder's request for redemption would result in the Shareholder holding Shares with an aggregate Net Asset Value of less than the minimum initial investment requirement, at the option of the Directors, the Shareholder's request may be rejected or the whole of his holding redeemed.

The Board of Directors has authority to defer redemption requests in the event that

the Investment Adviser believes that such redemptions would have an adverse consequence to the remaining Shareholders.

The Directors may, in their sole discretion, vary any or all of the terms on which Shares may be redeemed, including without limitation the Redemption Date and the notice period required for such redemptions.

Requests for redemption once made may not be withdrawn (except with the written consent of the Directors) or unless there has been a suspension of determination of the Net Asset Value of the Fund.

Side Pocket Investment Shares are not redeemable at the option of Shareholders. Accordingly, any redemption request received shall be deemed to apply only to Shares which are not Side Pocket Investment Shares. See “Side Pocket Investments” for details.

In addition, the Fund reserves the right, upon not less than ten (10) days prior written notice, to mandatorily redeem any or all of a Shareholder’s Shares at any time, for any reason, including if the Shareholder (or any beneficiary thereof) is a Canadian Person or a U.S. Person. See “Compulsory Redemptions” for details.

If a Shareholder redeems Shares, or the Board of Directors requires a Shareholder to redeem Shares, the Fund will generally endeavour to distribute not less than 90% of the Shareholder’s estimated redemption proceeds within thirty (30) days of the effective date of the redemption. No interest will be paid between the date of redemption and actual payment.

Notwithstanding the previous paragraph, the Fund may defer payment of the Redemption Price if it is unable to do so because of circumstances beyond its control, in which case it will pay such Redemption Price as soon as practicable. The Fund may pro rate all redemption requests on any Redemption Date to limit total redemptions to 10% of the Shares in issue for the Segregated Portfolio on the relevant Redemption Date. Any outstanding redemption request will be carried forward to the next following Valuation Date where they will be dealt with prior to any subsequent requests.

Any such redemption will take place at the relevant Net Asset Value per Share in the applicable Class currency, as determined on the preceding Valuation Date. Any amount payable to a Shareholder in connection with a request for redemption will be paid in the applicable Class currency and by wire transfer (in accordance with written details to be supplied by the Shareholder) at the Shareholder’s expense and risk. The details of where such monies are to be forwarded must be set out in the Subscription Agreement. This may be changed from time to time by written instructions of the Shareholder. Failure to complete that section of such Subscription Agreement may result in delays in the receipt of redemption proceeds since the Fund will reserve the right to insist on instructions with regard to payment being received by the Fund in writing under the verified signature of the Shareholder.

An example of how the Redemption Price in respect of the Class A (Gold EUR) Shares will be calculated is as follows:

Example:

Subscription Amount = €10,000,000

Per Ounce First Gold Fixing Price on the relevant Valuation Date = €400

Number of Shares purchased = €10,000,000 divided by the per ounce price of gold (€400) =

25,000 Shares equivalent to 25,000 ounces of gold.

On the Redemption Day the price of gold = €500 per ounce and the Sub-Fund has realised a trading profit of €1,000,000 in respect of the Shares allocable to this subscription.

The Total Net Asset Value of the Shares allocable to this subscription is therefore:

25,000 multiplied by the price per ounce of gold or 25,000 multiplied by €500 = €12,500,000 (assuming 100% invested in gold) PLUS additional trading profit (from derivative investments)

= €13,500,000. Net Assets of €13,500,000 divided by the shares outstanding of 25,000 divided by the gold fixing price of €500 equals an equivalent value of 1.08 ounces of gold/share.

The Net Asset Value per Share would therefore be 1.08 ounces of gold.

The above example is given for information purposes only, as it assumes that one hundred percent (100%) of investments are in gold. It does not take into account fees at the Fund level and, as outlined in the investment objectives and policies, the Fund can make investments other than gold.

SINCE THE REDEMPTION PRICE OF SHARES IS TIED TO THE VALUE OF THE UNDERLYING ASSETS OF THE SUB-FUND, IT SHOULD BE NOTED THAT THE PRICE AT WHICH AN INVESTOR REDEEMS HIS SHARES IS LIKELY TO BE MORE OR LESS THAN THE PRICE AT WHICH HE SUBSCRIBED FOR THEM DEPENDING ON WHETHER THE VALUE OF THE UNDERLYING ASSETS HAS APPRECIATED OR DEPRECIATED BETWEEN THE SUBSCRIPTION DATE AND THE REDEMPTION DATE.

Redemption Charge

Where (a) redemptions are made voluntarily by the Shareholders or (b) a compulsory redemption is made by the Directors within twelve (12) months of initial subscription, a redemption charge of two percent (2%) of the redemption price (the “Redemption Charge”) may be charged in the sole discretion of the Directors. Such Redemption Charge shall be payable to the Investment Adviser.

Compulsory Redemptions

The Board of Directors may, in its sole discretion, on giving not less than ten (10) days’

written notice to any Shareholder, require the compulsory redemption of all the Shares held by a Shareholder. Compulsory redemptions will be made at the Net Asset Value of the Shares being redeemed as of 4:00pm (Cayman Islands time) on the relevant redemption date, less any deduction of applicable fees and any applicable Redemption Charge.

The Board of Directors will have the right to require the compulsory redemption of all Shares held by a Shareholder in circumstances which may include but are not limited to any of the following:

1. the Shares are held for the benefit of any U.S. Person or Canadian person and, in the opinion of the Directors, such ownership could result in adverse tax or regulatory consequences to the Fund or any of the Shareholders; or
2. the Shareholder used funds to purchase the Shares which were acquired from, or any part of the Shares is pledged with, a U.S. Person or Canadian person or member of the public of the Cayman Islands; or
3. the Shareholder is offering, or will offer, any Shares owned by him to a U.S. Person or Canadian person or member of the public of the Cayman Islands; or
4. the ownership of the Shares by the Shareholder is unlawful or may be harmful or injurious to the business or reputation of the Fund, the Administrator or the Investment Adviser; or
5. any representation given by the Shareholder has ceased to be true; or
6. the Shareholder has transferred or has attempted to transfer any Shares in violation of the Fund's restrictions on transfer of Shares.

Suspension of Redemptions and Sales

The Board of Directors may suspend Net Asset Value calculations and Share redemptions of the Fund in circumstances which may include but are not limited to any of the following events:

- a) when any securities exchange or organized inter-dealer market on which a significant portion of the Fund's assets is regularly quoted or traded is closed (other than for holidays) or trading thereon has been restricted or suspended; or
- b) when as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Fund, disposal of the assets of the Fund is not reasonable or normally practicable without being seriously detrimental to Shareholders' interests; or
- c) if it is not reasonably practicable to determine the Net Asset Value of the Shares of the Fund on an accurate and timely basis; or

- d) if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions on behalf of the relevant Fund are rendered impracticable or if purchases and sales of the relevant Fund's assets cannot be effected at normal rates of exchange; or
- e) upon the decision to liquidate and dissolve the Fund.

The directors of the Master Fund may suspend net asset value calculations and share redemptions of the Master Fund in circumstances which may include but are not limited to any of the following events:

- (i) during any period when any stock or commodity exchange on which any of the Master Fund's investments are quoted is closed, other than for ordinary holidays and weekends, or during periods in which dealings are restricted or suspended;
- (ii) during the existence of any state of affairs as a result of which, in the opinion of the directors of the Master Fund, disposal of investments by the Master Fund would not be reasonably practicable or might prejudice the non-redeeming shareholders of the Master Fund;
- (iii) during any breakdown in the means of communication normally employed in determining the price or value of any of the Master Fund's investments, or of current prices in any stock or commodity market as aforesaid; or
- (iv) during any period when the transfer of funds involved in the realisation or acquisition of any investments cannot, in the opinion of the directors of the Master Fund, be effected at normal rates of exchange.

The directors of the Master Fund may further limit redemptions as they, in their sole discretion, deem necessary to prevent the Master Fund from being deemed to be a personal holding company, foreign personal holding fund or controlled corporation under United States tax laws. Where a request for redemption of shares is not withdrawn, the redemption shall be effected as of the first Redemption Date following the recommencement of redemptions.

In addition, the Master Fund shall not be bound to redeem as of any Redemption Date more than ten per cent (10%) of the number of shares outstanding and in the event that the directors of the Master Fund determine, in their sole discretion, that such restriction is necessary to protect the Master Fund's assets. If the Master Fund receives redemption requests as of any Redemption Date for an amount exceeding such percentage, it may reduce pro rata the number of shares to be redeemed in response to such request and shall carry forward to the next and each succeeding Redemption Date the balance of the request until such request has been complied with in full and that such balance shall have priority over any later requests. Consistent with sound business judgement, the directors of the Master Fund will take reasonable steps to limit the duration of any suspension.

In the event of a suspension of the calculation of the Net Asset Value of the Shares, a Shareholder may withdraw his request for subscription or redemption of Shares, provided such a withdrawal is actually received before the termination of the period of suspension. Where the request is not so withdrawn, the subscription or redemption of the Shares will be made on the Subscription or Redemption Date, as the case may be, next following the end of the suspension.

Side Pocket Investments

The Fund may establish a new segregated portfolio and issue to the Shareholders, in compulsory exchange for any of their existing Shares in the Fund (“**Initial Shares**”), a new class of shares (shares of such new class being “**Side Pocket Investment Shares**”) in order to isolate ownership of a Side Pocket Investment made by the Fund. The Fund may also issue multiple sub-classes in order to isolate the ownership of different Side Pocket Investments which are classified by the Directors.

The Side Pocket Investment Shares are issued to each Shareholder of the Sub-Fund who is a shareholder at the time of classification of the Side Pocket Investments, in exchange for such number of the shareholder’s Initial Shares as are in amount equal to the aggregate value of such Shareholder’s Initial Shares (after deducting the Management Fee and Performance Fee, which is to be calculated and crystallized at the time of such classification, save where waived or delayed by the Investment Adviser in its discretion), divided by the aggregate value of all of the issued and outstanding Initial Shares, multiplied by the fair value of the Side Pocket Investments (as determined in good faith in the discretion of the Directors, on the advice of the Investment Adviser and the Administrator) attributable to such new Side Pocket Investment Shares. The Initial Shares exchanged for Side Pocket Investment Shares will be cancelled as of the date the Directors classify the relevant investments as Side Pocket Investments.

A Realisation Event occurs when: (a) a Side Pocket Investment, in the opinion of the Investment Adviser, becomes liquid (including, without limitation, when there is a public offering of the securities constituting the Side Pocket Investment, which offering the Investment Adviser determines reasonably values the Side Pocket Investment); or (b) a Side Pocket Investment is liquidated, sold or otherwise disposed of by the Fund (each, a “**Realisation Event**”).

After the occurrence of the Realisation Event, the Fund shall redeem and cancel the Side Pocket Investment Shares within the following ninety (90) days and either (a) distribute the net proceeds of the Side Pocket Investment to holders of Side Pocket Investment Shares; or (b) issue Shares of the same Class as the Initial Shares to the holders of Side Pocket Investment Shares at the then prevailing Net Asset Value of such Class, which may be then subsequently redeemed in the normal manner at the option of Shareholders. The Redemption Price payable to the Shareholders in relation to the redemption of the Side Pocket Investment Shares shall be net of fees, including any accrued Management Fees or Performance Fees payable with respect to such Side Pocket Investment Shares.

The Investment Adviser will receive a Management Fee and Performance Fee in respect of each Side Pocket Investment Share in the same manner as described in “Charges and

Expenses”, save that such shall accrue during the term of the Side Pocket Investment and become payable on the Realisation Event, and further that such will be based on their fair value (as determined by the discretion of the Directors, on the advice of the Investment Adviser and the Administrator). The Investment Adviser may waive or reduce the amount of any accrued fees payable with respect to a Side Pocket Investment in its sole discretion.

Other expenses which are quantifiable and directly related to a Side Pocket Investment will be accrued in the price of the relevant Side Pocket Investment Shares. Payment of fees and other expenses relating to the Side Pocket Investment may be paid out of the Side Pocket Investment.

The Investment Adviser shall notify Shareholders as soon as practicable following a Realisation Event or a designation by the Fund of a Side Pocket Investment, with details of Participating Shares cancelled or issued to the relevant Shareholder as a result.

Transfer

Shares of the Sub-Fund will be issued in book form only and no shares certificates will be issued.

In addition, all transfers of Shares may, at the sole discretion of the Directors, be charged with a transfer fee (the “**Transfer Fee**”) equivalent to the higher of (a) 2% of the most recently-published Net Asset Value of such Shares, or (b) €500, US\$500, AUD 500 or JPY 65,000, as the case may be. Any Transfer Fee shall be for the benefit of and payable to the Investment Adviser. Transfers of Shares shall be deemed effective on the next Valuation Date following the date of receipt by the Administrator of the share transfer form, any due diligence documentation required in respect of the transferor and/or the transferee, and any other documentation as may be required by the Administrator.

The Shares will be subject to substantial restrictions on transfers and may only be transferred with the consent of the Directors. Furthermore, transfers of shares may only be conducted in accordance with the anti-money laundering policies and procedures of the Administrator.

Any transfers of Shares that are accepted by the Directors shall require a new completed subscription agreement signed by the transferee, the due diligence documentation required in respect of the transferor and/or the transferee and any other documentation as may be required by the Administrator. In the case of a permitted share transfer from an existing Shareholder in order to effect a joint shareholding, the new completed subscription agreement must be signed by both the transferor and the transferee.

Violation of applicable ownership and transfer restrictions may result in compulsory redemption and financial penalties.

The Shares are not listed nor are they proposed to be listed on any securities exchange. It is currently not anticipated that there will be any secondary market for trading in the Shares. Shares may therefore prove to be illiquid and should not be considered as readily realizable investments.

REGULATORY MATTERS

Cayman Islands Mutual Funds Law

Each of the Fund and the Master Fund falls within the definition of a “mutual fund” in terms of the Mutual Funds Law (Revised) of the Cayman Islands (the “**MF Law**”) and accordingly is regulated in terms of the MF Law. The obligations of the Fund and the Master Fund are: (a) to register the Fund and the Master Fund with the Managing Director of the Cayman Islands Monetary Authority (the “**Monetary Authority**”) in accordance with terms of the MF Law; (b) to file with the Monetary Authority prescribed details of this Offering Memorandum and any material change to it; (c) to file annually with the Monetary Authority accounts audited by an approved auditor; and (d) to pay a prescribed registration fee and annual fee. The Fund, acting for and on behalf of the Segregated Portfolio, employs a licensed mutual fund administrator, Apex Fund Services (Cayman) Ltd., to maintain its principal office and registered office in the Cayman Islands.

The Monetary Authority may at any time instruct the Fund to have its accounts audited and to submit them to the Monetary Authority within such time as the Monetary Authority specifies. In addition the Monetary Authority may ask the Directors to give the Monetary Authority such information or such explanation in respect of the Fund as the Monetary Authority may reasonably require enabling it to carry out its duty under the MF Law. The Directors must give the Monetary Authority access to or provide at any reasonable time all records relating to the Fund and the Monetary Authority may copy or take an extract of a record to which it is given access. Failure to comply with these requests by the Monetary Authority may result in substantial fines being imposed on the Directors and may result in the Monetary Authority applying to the court to have the Fund wound up.

The Monetary Authority may take certain actions if it is satisfied that a regulated mutual fund is likely to become unable to meet its obligations as they fall due or is carrying on or is attempting to carry on business or is winding up its business voluntarily in a manner that is prejudicial to its investors or creditors. The powers of the Monetary Authority include, inter alia, the power to require the substitution of the Directors, to appoint a person to advise the Fund on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Fund. There are other remedies available to the Monetary Authority, including the ability to apply to the court for approval of other actions.

Cayman Islands Anti-Money Laundering Regulations

In order to comply with regulations aimed at the prevention of money laundering, the Fund will require verification of identity from all prospective investors (unless in any case the Fund is satisfied that an exemption under the Money Laundering Regulations (Revised) of the Cayman Islands (the “**AML Regulations**”) applies). Depending on the circumstances of each subscription, a detailed verification might not be required where:

- (a) a prospective Shareholder makes the payment for its investment from an account held in the prospective Shareholder’s name at a recognised financial institution;

- (b) the prospective Shareholder is regulated by a recognised regulatory authority and is based or incorporated in, or formed under the law of, a recognised jurisdiction; or
- (c) the subscription is made through an intermediary who is regulated by a recognised regulatory authority and is based or incorporated in, or formed under the law of, a recognised jurisdiction.

For the purposes of these exceptions, recognition of a financial institution, regulatory authority or jurisdiction will be determined in accordance with the AML Regulations by reference to those jurisdictions recognised by the Cayman Islands as having sufficient anti-money laundering regulations.

The Fund reserves the right to request such information as is necessary to verify the identity of a prospective Shareholder. In the event of delay or failure by the prospective Shareholder to produce any information required for verification purposes, the Fund may refuse to accept the subscription for Shares and, if so, any funds received will be returned without interest to the account from which the monies were originally debited.

If any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in money laundering or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to his attention in the course of his trade, profession, business or employment he is required to report such belief or suspicion to the relevant authorities pursuant to the Proceeds of Crime Law, 2008 (Revised) of the Cayman Islands if the disclosure relates to money laundering or to a police officer of the rank of constable or higher if the disclosure relates to involvement with terrorism or terrorist property, and such report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

Anti-Money Laundering Regulations of Other Jurisdictions

The Fund and its affiliates may need to comply with applicable anti-money laundering laws. In addition, many jurisdictions are in the process of changing or creating anti-money laundering, embargo and trade sanctions, or similar laws, regulations, requirements (whether or not with force of law) or regulatory policies and many financial intermediaries are in the process of changing or creating responsive disclosure and compliance policies (collectively, the “**Requirements**”) and the Fund could be requested or required to obtain certain assurances from investors subscribing for Shares, disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is the Fund’s policy to comply with the Requirements to which they are or may become subject and to interpret them broadly in favour of disclosure.

To achieve this objective, each investor will be expected to represent its compliance with the applicable anti-money laundering laws. Each investor will be required to agree in the Subscription Agreement, and will be deemed to have agreed by reason of owning any Shares in the Fund, that it will provide additional information or take such other

actions as may be necessary or advisable for the Fund (in the discretion of the Directors) to comply with any Requirements, related legal process or appropriate requests (whether formal or informal) or otherwise. Each investor by executing the Subscription Agreement consents and by owning Shares is deemed to have consented, to disclosure by the Fund and its agent to relevant third parties of information pertaining to it in respect of the Requirements or information requests related thereto. Failure to honour any such request may result, in the discretion of the Investment Adviser, in redemption by the Fund or a forced sale to another investor of such investor's Shares.

MANAGEMENT AND ADMINISTRATION

The Directors

The Directors of the Fund are Samuel Zbinden and Sankalp Gupta, whose biographies appear below.

Samuel Zbinden

Samuel Zbinden joined the Superfund group of investment companies in 2004. From 2004 to 2006, Mr. Zbinden was a sales team member at Superfund Asset Management AG, a financial services company based in Switzerland. In 2006, Mr. Zbinden was promoted to Head of Sales of Superfund Asset Management AG, with primary responsibility for the distribution of Superfund funds to institutional investors and family offices in Switzerland. Since 2011, he has served as a Managing Director of Superfund Asset Management AG. Between July and December 2011, Mr. Zbinden served as interim Managing Director of Superfund Consulting GmbH, an Austrian consulting firm that provides consulting services to the Superfund group of investment companies. Beginning October 2014, Mr. Zbinden has also served as a Non-executive Director of Superfund Securities Japan Co., Ltd., a Japanese securities dealer. Before joining the Superfund group of investment companies, Mr. Zbinden worked for four years as an independent asset manager. Mr. Zbinden is a citizen of Switzerland.

Sankalp Gupta

Sankalp Gupta joined the Superfund group of investment companies in 2008 and is currently the Managing Director of Superfund's Asian operations, responsible for group business in North Asia, South East Asia, Japan and other countries comprising the Gulf Cooperation Council. He is licensed by the Securities & Futures Commission of Hong Kong to conduct Type 1 (Advising) and Type 4 (Dealing) activities and supervises Superfund Financial Hong Kong Limited as Responsible Officer and Director. Prior to holding his current positions, Mr. Gupta managed Superfund's institutional relationships in South East Asia. From 2000 to 2008, Mr. Gupta worked for Bloomberg where his responsibilities included Enterprise Solutions Sales in South East Asia. Mr. Gupta joined Bloomberg in India as one of its first employees and was subsequently based in Singapore to manage Bloomberg's relationship with exchanges and central banks in the region. Mr. Gupta graduated from Agra University (India) in 1997 with a Bachelor of Commerce and from Jiwaji University (India) in 1999 with a Master of Business Economics. Mr. Gupta is a citizen of India.

The Directors are responsible for the overall management of the Fund and the Shares, including as part of the ordinary course of the Fund's business, the realisation and distribution of the assets to Shareholders in a wind down of the Fund's operations, but they have delegated certain functions as described herein. All actions referred to herein as being taken by the Fund are performed by the Directors or their delegates, including the Investment Adviser, the Distributor, the Administrator and the Custodian, as or on behalf of the Fund only.

Under the terms of the Memorandum and Articles of Association, the Directors shall be entitled, for the purpose of indemnity against actions, costs, claims, damages, expenses or demands to which they may be put as Directors in connection with the Fund (in the proper performance of its powers and duties under the Memorandum and Articles of Association), to have recourse to the assets of the Fund save in respect of any action, cost, claim, damage, expense or demand which results from any act or omission occasioned by the fraud, wilful default or dishonesty of the Directors.

Except in respect of loss or damage caused by the Directors' fraud, wilful default or dishonesty, recourse against the Directors for loss or damage caused by their acts or omissions shall be limited to the assets of the Fund.

Investment Adviser

The Investment Adviser to the Fund is Superfund Capital Management, Inc. ("SCM" or the "Investment Adviser"). SCM is also the investment adviser to the Master Fund. SCM was incorporated on March 27, 2001 as a Grenada International Business Company. SCM has been registered as a commodity pool operator with the U.S. Commodity Futures Trading Commission (the "CFTC") since 2001 and is a member in good standing of the U.S. National Futures Association (the "NFA") in that capacity.

SCM's trading Adviser activities provided to the Fund are not regulated by the Securities and Exchange Commission, CFTC, NFA, and/or Financial Industry Regulatory Authority, nor is the Fund subject to registration or review by any U.S. regulatory authorities.

The director of the Investment Adviser is:

Martin Schneider

Martin Schneider was appointed as a Director of the Investment Adviser on July 28, 2010. From May 1997 to June 2001, Mr. Schneider served as Sales Director for Nike, Inc., an international retailer, in its European divisions. From July 2001 to July 2002, Mr. Schneider held the position of Commercial Director for FC Tirol Innsbruck, a former Austrian football club. In this position, Mr. Schneider was responsible for the promotional activities of the organization. Mr. Schneider spent August 2002 preparing for his transition to the Superfund group of financial companies. From September 2002 to March 2005, Mr. Schneider functioned as the sports marketing director for Quadriga Asset Management GmbH, a financial services company, and as the Executive Vice President of the

successor company, Superfund Marketing and Sports Sponsoring Inc., a marketing services company. In April 2005, Mr. Schneider assumed the role of Operating Manager for Superfund Group Monaco, a financial services company, a position he held until his appointment to the Investment Adviser in June 2010. In the position of Operating Manager, Mr. Schneider conducted internal operational and financial audits of members of the Superfund group of affiliated financial companies. Mr. Schneider is a graduate of TGM Technical School in Vienna, Austria, with a degree in mechanical engineering. Mr. Schneider is a citizen of Austria.

By the Investment Advisory Agreement, the Fund has appointed the Investment Adviser with responsibility for the selection of Fund assets. The Investment Adviser will also supervise the day-to-day management of the Fund. The Investment Adviser will make all investment decisions on behalf of the Fund in accordance with the investment objectives and policies stated in this Offering Memorandum, and will be generally responsible for the selection, purchase, monitoring and disposal of Sub-Fund assets on behalf of the Fund. The Investment Adviser will select the brokers or the dealers, if any, that will execute portfolio transactions for the Sub-Fund.

The Investment Adviser has no obligation to deal with any broker or brokers in the execution of transactions in portfolio securities.

Some Sub-Fund assets considered for investment by the Sub-Fund may also be appropriate for other clients advised by the Investment Adviser. If the purchase or sale of securities are consistent with the Sub-Fund's investment policies and one or more of these other funds or clients advised by the Investment Adviser or by an affiliate are considered at or about the same time, transactions in such securities will be allocated among the several clients in a manner deemed fair and equitable by the Investment Adviser. These allocations may be advantageous or disadvantageous to the Sub-Fund.

The Investment Adviser may, in its discretion, delegate the performance of any of its duties under the Investment Advisory Agreement to third parties from time to time.

The Investment Advisory Agreement is terminable either by the Investment Adviser or by the Fund on not less than 30 days written notice prior to the anniversary date of the agreement.

The Investment Adviser is entitled to receive fees out of assets of the Fund, as described below under the section headed "Charges and Expenses".

The Investment Advisory Agreement provides that the Sub-Fund will indemnify and hold harmless the Investment Adviser and its directors, officers, affiliates, employees and agents (each, an "**Indemnified Person**") from and against any loss or expense suffered or sustained by reason of such person's status as an Indemnified Person, including, without limitation, any judgment settlement, reasonable attorney's fees and other costs and expenses incurred in connection with the defence of any actual or threatened action or proceeding (collectively, "**Losses**"), provided that such Losses did not result from such Indemnified

Person's wilful misfeasance, bad faith or negligence. The Fund, acting for and on behalf of Sub-Fund may, in the sole discretion of the Board of Directors, proceed with the defence of any action that arises out of such conduct. In the event that such proceedings are taken by the Fund, acting for and on behalf of Sub-Fund, the Indemnified Person will agree to reimburse Sub-Fund for such fees, costs and expenses to the extent it is determined that the Indemnified Person was not entitled to indemnification.

Distributor

Superfund Distribution and Investment Inc. (the "Distributor") serves as the Distributor pursuant to a distribution agreement between the Fund and the Distributor (the "Distribution Agreement"). The Distributor's place of business is located at Superfund Office Building, P.O. Box 1803, Grande Anse, St. George's, Grenada;

Pursuant to the Distribution Agreement, the Distributor provides services to the Fund including to promote the sale of and to procure purchases of the Shares and ensure that its activities as a Distributor comply with applicable laws, regulations and commercial custom in any country or territory in which the Fund may be promoted or Shares may be sold.

The Distribution Agreement also provides for indemnification of the Distributor against all actions, suits, proceedings, claims, demands, costs, charges and expenses whatsoever which may be taken instigated or instituted against the Distributor or which may be properly incurred or become payable by the Distributor in connection with or arising out of any omission or an act done or omitted to be done by the Fund in the performance of its duties hereunder or in breach of the terms hereof. The Distribution Agreement may be terminated by the Fund or the Distributor upon 30 days' written notice.

The Distributor is a service provider of the Fund and, as such, bears no responsibility for the content of this Offering Memorandum, the investments of the Fund, the performance of the Fund or any other fund in which it invests nor any matter other than as specified in the Distribution Agreement.

The Distribution Agreement is governed by the laws of the Cayman Islands.

Administrator

Apex Fund Services (Malta) Limited, Luxembourg Branch (the "Administrator") serves as the Administrator pursuant to an administration agreement between the Fund and the Administrator (the "Administration Agreement"). The Administrator's place of business is located at 2, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg.

Pursuant to the Administration Agreement, the Administrator provides services to the Fund including maintaining the register of shareholders of the Fund, receiving and processing subscription and redemption agreements or applications, submitting to shareholders a statement of their holdings in the Fund upon request, calculation of net asset value, maintenance of accounting reports, preparation of financial statements for audit purposes and liaison with auditors.

The Administration Agreement also provides for indemnification of the Administrator and its directors, officers and employees against any liability, actions, proceedings, claims, demands, costs or expenses whatsoever (other than those resulting from wilful default or fraud on its part or on the part of its directors, officers or employees) which may be imposed on, incurred by or asserted against the Administrator in performing its obligations or duties there under. The Administration Agreement may be terminated by the Fund or the Administrator upon 180 days' written notice.

The Administrator is a service provider of the Fund and, as such, bears no responsibility for the content of this Confidential Offering Memorandum, the investments of the Fund, the performance of the Fund or any other fund in which it invests nor any matter other than as specified in the Administration Agreement.

The Distributor and the Investment Adviser, and not the Administrator, are responsible for determining that the Shares of the Fund are marketed and sold in compliance with all applicable securities, tax and other laws. Furthermore, the Administrator shall bear no responsibility for the compliance by the Fund and its shareholders with securities, tax, and other laws applicable to them.

The Administrator will not be responsible for ensuring that the investment transactions comply with the investment objectives and policies set forth in the Offering Memorandum. Additionally, the Investment Adviser and not the Administrator is responsible for monitoring of any investment restrictions.

The Administrator shall be entitled to rely upon prices received from a reputable pricing service. In certain circumstances, the Administrator shall be entitled to rely without inquiry upon the valuations submitted to it by the Investment Adviser and shall have no responsibility to determine the accuracy or otherwise thereof.

The Administrator is compensated for its services pursuant to an administrative services agreement. The fees and charges of the Administrator are subject to variation and renegotiation from time to time.

The Administration Agreement is governed by the laws of Luxembourg.

Registered Office and Principal Office

The registered and principal office is Apex Fund Services (Cayman) Ltd.

Brokers

Morgan Stanley & Co International PLC has been appointed as the Fund's and the Master Fund's prime brokers and has been appointed on its usual terms.

The Fund, on behalf of the Sub-Fund, shall be permitted to pay commissions to persons acting as brokers (whether clearing or introducing brokers, or otherwise), including without limitation to persons affiliated to the Investment Adviser or the principals thereof.

CHARGES AND EXPENSES

Investment Adviser's Management Fee

The Investment Adviser shall receive a management fee (the "**Management Fee**") equal to 1% per annum for Class Shares and Class B Shares and 2% per annum for Class R Shares of the Net Asset Value of each Class of Shares within the Sub-Fund, calculated as at each Valuation Date (before calculation of any Performance Fee payable in respect of the Shares). The Management Fee is payable monthly within 15 days following the last Valuation Date of the month and attributable to the Sub-Fund.

Investment Adviser's Performance Fee

The Sub-Fund will also pay the Investment Adviser, a performance fee ("**Performance Fee**") equal to 40% (for Class A Shares) and 30% (for Class B Shares and Class R Shares) of the increase of the Net Asset Value of each Class of Shares as at each Valuation Date above the High Watermark Amount (as defined in "Definitions"). The Performance Fee will be calculated and crystallised on each Valuation Date after all other fees and expenses are paid. The Performance Fee shall be payable monthly.

With respect to the Gold Shares, both the Net Asset Value per Share and each "high watermark" of the Shares shall be calculated in both the relevant currency of such classes of Shares and ounces of gold. The calculation of the Performance Fee on a "high watermark" basis may lead to a situation where, if the gold price in the relevant currency declines during a period in which the Investment Adviser achieves new trading profits with all of its other investments, the relevant currency value per Share on which the Performance Fee is paid out may be below a previously-achieved currency value per Share. This method of calculating the Performance Fee ensures that any Net Asset Value per Share increase in the relevant currency that is solely due to a rising gold price will not be charged a Performance Fee.

With respect to the Silver Shares, both the Net Asset Value per Share and each "high watermark" of the Shares shall be calculated in both Euro and ounces of silver. The calculation of the Performance Fee on a "high watermark" basis may lead to a situation where, if the silver price in Euros declines during a period in which the Investment Adviser achieves new trading profits with all of its other investments, the Euro value per Share on which the Performance Fee is paid out may be below a previously-achieved Euro value per Share. This method of calculating the Performance Fee ensures that any Net Asset Value per Share increase in Euros that is solely due to a rising silver price will not be charged an Incentive Fee.

The Management and Performance Fees shall be calculated separately for each Class of Shares of the Sub-Fund. The Management Fee and Incentive Fee shall be calculated in the currency of each class, converted to US Dollars at the spot exchange rate of the relevant Class's expense and paid to the Investment Adviser in US Dollars, except as otherwise specified.

The Investment Adviser or the Fund may rebate or waive any or all of the Management Fee, the Performance Fee and/or any subscription and redemption fees for any particular Shareholder.

Distributor Fees

Unless otherwise agreed, the Distributor will not charge a distribution fee in respect of the Class A Shares.

The Distributor will charge the Sub-Fund a distribution fee at a rate of 1% per annum of the Net Asset Value of the Class B Shares and Class R Shares calculated and crystallised on each Valuation Date, payable monthly within 15 days following the last Valuation Date in the month and attributable to the Sub-Fund.

In addition, the Distributor will be paid 100% of any Subscription Charge that may be levied, at the sole discretion of the Directors, by the Fund in respect of the Sub-Fund.

Subscription Charge

The Fund shall deduct a Subscription Charge of 7% of each subscription for Shares, payable to the Distributor, unless the Directors or the Investment Adviser, in their sole discretion, agree to a lesser Subscription Charge.

Redemption Charge

Where (a) redemptions are made voluntarily by the Shareholders or (b) a compulsory redemption is made by the Directors within twelve (12) months of initial subscription, a redemption charge of two percent (2%) of the redemption price (the "Redemption Charge") may be charged in the sole discretion of the Directors. Such Redemption Charge shall be payable to the Investment Adviser.

Administrator Fees

The fees of the Administrator are payable out of the assets attributable to each Sub-Fund and shall be their customary fees (as agreed with the Fund) together with any out-of-pocket expenses and disbursements.

The Administrator may appoint for its own account sub-administrators. The fees and expenses payable to any such delegate shall be paid by the Administrator out of the fees referred to above.

General Expenses

Other than the organisational expenses, only expenses incurred, paid or accrued by the Fund in its ordinary and usual course of business and other direct expenses of the Fund's operation will be charged to the Fund. Such expenses may include, but are not limited to,

administrative costs (including but not limited to the cost of printing and distributing periodic reports and statements), interest on borrowed funds, auditing expenses, legal expenses, insurance, licensing, accounting, brokerage and other commissions, margin, premium and interest expenses, fees and disbursements of transfer agents, registrars, custodians, sub-custodians and escrow agents, any expense or professional fees incurred in connection with structuring the acquisition or disposition of Fund assets, fees payable in the Cayman Islands on increases in the share capital of the Fund, the annual registration fee payable in the Cayman Islands, and all other investment related expenses. The Fund also shall pay all extraordinary expenses relating to the operation of the Fund including, without limitation, litigation or extraordinary regulatory expenses. No reimbursement shall be made to the Investment Adviser for any expenses incurred with providing investment advisory services such as communication, travel, office rent and research.

POTENTIAL CONFLICTS OF INTEREST

Potential conflicts of interest exist in the structure and operation of the Fund's business. In particular, the directors of the Fund are affiliated with the majority beneficial owner of the Investment Adviser, the distributor and the shareholder of management shares of the Fund.

Other Business Activities

The Investment Adviser, its affiliates and their respective members, partners, officers and employees and their respective affiliates spend substantial time and attention on other business activities including investment management and advisory services for other clients and management of other investment vehicles. Further, they intend to engage in such business activities from time to time and may sponsor, manage or advise other pooled investment funds or separate accounts (collectively, "**Other Clients**") with overlapping investment objectives with those of the Fund. The Directors may be subject to similar conflicts of interest in its provision of services to the Fund.

Allocation of Investment Opportunities

The Investment Adviser and its affiliates will seek to allocate investment opportunities and dispositions fairly over time among the Fund and Other Clients, taking into consideration diversification, investment objectives, existing investments, liquidity, contractual commitments or regulatory obligations and other considerations. Fund assets are generally offered in private offerings and it is not uncommon for Fund assets to become closed to new investments due to size constraints or other considerations. Also, the Fund or Other Clients may not be eligible investors in all potential investment opportunities and dispositions. Therefore, it is likely that the Fund's portfolio and those of Other Clients will have differences in the specific Fund assets held in their portfolios even when their investment objectives are the same or similar. These distinctions will result in differences in portfolio performance.

Side Letter Agreements Regarding Investment Opportunities

When purchasing Fund assets, the Investment Adviser may have an opportunity to negotiate

agreements that provide more advantageous investment terms for the Fund and Other Clients than may be available to other investors. Although the Investment Adviser endeavours to negotiate the same terms on behalf of all clients, there may be situations where regulatory, investment objectives or other considerations result in differences among clients in the terms or the availability of the benefits of any such agreements. Furthermore, there may be circumstances where the benefit provided cannot be exercised by all clients simultaneously or at all. Also, while the Investment Adviser may negotiate terms that it considers more advantageous overall, concessions may be required to obtain such terms.

Fees Paid to the Investment Adviser

Fees paid to the Investment Adviser have not been established on the basis of an arm's-length negotiation between the Fund and the Investment Adviser. Performance-based fees may create an incentive for the Investment Adviser to approve and cause the Fund to make more speculative investments than it would otherwise make in the absence of such performance-based compensation. By executing the Subscription Agreement, and by owning Shares, each Shareholder is deemed to have independently agreed to such fees. Further, to the extent the Investment Adviser may be consulted on the calculation of Net Asset Value which will determine the amount of any Performance Fee payable to the Investment Adviser, the Investment Adviser will have a conflict of interest as to the determination of valuation of Net Asset Value.

Allocation of Expenses

The Investment Adviser and its affiliates may from time to time incur expenses on behalf of the Fund and one or more existing or subsequent entities for which the Investment Adviser or its affiliates act as investment adviser, general partner, managing member or in a similar capacity. Although the Investment Adviser and its affiliates will attempt to allocate such expenses on a basis that they consider equitable, there can be no assurance that such expenses will in all cases be allocated appropriately.

Transactions between the Fund and Other Clients

The Investment Adviser may cause the Fund to purchase securities from or sell securities to Other Clients when the Investment Adviser believes such transactions are appropriate based on each party's investment objectives.

Other Business Relationships

The Investment Adviser or its affiliates may have, and in the future may develop, business relationships that are independent of the investment advisory services provided to the Fund by the Investment Adviser. These may include, but are not limited to, lending, depository, brokerage, risk management, investment advisory, security distribution or banking relationships with counterparties to transactions with the Fund or third parties that also provide investment advisory or other services to the Fund. Any such relationships may involve potentially material conflicts of interest. In addition, managers of funds included in the Fund's portfolios, their employees or affiliates may be clients of the Investment Adviser or its affiliates or investors in funds they manage.

Prospective Consent of Shareholders

Pursuant to the terms of the Subscription Agreement of each Shareholder, each Shareholder will be deemed to have consented prospectively to any and all of the activities of the type or nature described in this Offering Memorandum, including, but not limited to, the activities described in “Potential Conflicts of Interest” whether or not such activities have or could have an effect on the Fund’s affairs and no such activity will in and of itself constitute a breach of any duty owed by any person to the Fund or any Shareholder.

DIVIDENDS, REPORTS AND STATEMENTS

Dividend Policy

The Fund does not expect to pay dividends or other distributions with respect to the Shares. The dividend policy of the Fund with respect to the Shares will be determined by the Directors from time to time upon the advice and recommendation of the Investment Adviser.

Reports and Statements

The Fund’s Fiscal Year ends on 31 December of each year (the “**Fiscal Year**”). It is intended that annual audited financial statements of the Fund will be sent to the Shareholders within 180 days of the end of the Fiscal Year, or as soon thereafter as practicable. These statements will be prepared in accordance with US GAAP or such other official standards as may be agreed between the Directors and the Auditors.

All financial statements, notices and other documents will be sent, in the case of joint holders of Shares, to the holder who is named first in the Register of Shareholders of the Fund at his registered address.

On behalf of the Fund, the Administrator offers authorized persons the opportunity to receive confidential information via direct, non-encrypted e-mail communications. Although this may be of benefit, it is important to note that e-mail communications may not be secure, may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or intended recipient.

As such, the person to whom the information belongs must either consent or agree in advance that the Administrator, on behalf of the Fund, may employ the applicable method of communication. The person will also be required to release the Administrator and the Fund from any form of liability or loss associated with the communication of fund administration, including but not limited to investor information. The Administrator makes no warranties in relation to these matters and the use of the alternative methods of communication will be at the sole risk of the person to whom the information belongs. The Administrator also reserves the right to intercept, monitor and retain e-mail communications to and from its systems as permitted by applicable law.

Relevant Documentation

This Offering Memorandum is not intended to provide a complete description of the Fund's Memorandum and Articles of Association or the agreements with its Investment Adviser, Distributor and Administrator. Copies of all such documents are available for inspection by Shareholders during normal business hours at the office of the Fund's Registered Office.

Inquiries

Inquiries concerning the Fund and its Shares (including information concerning subscription and redemption procedures and current Net Asset Values) should be directed to the Sub-Administrator at:

Apex Fund Services (Malta) Ltd.
Central North Business Centre
Level 1
Sqaq il-Fawwara
Sliema SLM 1670
Malta
Telephone: +356 21311330
Facsimile: +356 21 312880
Email: superfunds@apexfunds.com.mt

TAXATION

This summary of the principal tax consequences applicable to the Fund and its Shareholders is based upon advice received from the Fund's Cayman Islands legal and tax advisers. Moreover, while this summary is considered to be a correct interpretation of existing laws in force on the date of this Offering Memorandum, no assurance can be given that courts or fiscal authorities responsible for the administration of such laws will agree with such interpretation or that changes in such laws will not occur. Accordingly, each prospective investor in the Fund should consult with its own tax Adviser in order to understand the potential tax issues affecting the Fund and each investor. Further all laws, including laws relating to taxation in the Cayman Islands and other jurisdictions are subject to change without notice.

The Fund and Cayman Islands Taxation

On the basis of present legislation, the Fund is not subject to taxation in the Cayman Islands. There are currently no Cayman Islands corporation, income, capital gains, profits or other taxes.

The Fund has received from the Governor-in-Council of the Cayman Islands an undertaking under section 6 of the Tax Concessions Law (Revised) that for a period of 20 years from the date of the undertaking: (a) no law that is thereafter enacted in the Cayman

Islands imposing any tax to be levied on profits, income, gains or appreciation will apply to the Fund or its operations and (b) no such tax in the nature of an estate duty or inheritance tax will be payable on the Shares, debentures or other obligations of the Fund or by way of withholding in whole or in part of any relevant payment as defined in Section 6(3) of the Tax Concessions Law (Revised).

Shareholders of the Fund

Shareholders who are not otherwise subject to Cayman Islands taxes by reason of their residence, domicile or other particular circumstances should not become subject to any such taxes by reason solely of the ownership, transfer or redemption of the Shares.

Persons interested in purchasing the Fund's Shares should inform themselves as to any tax consequences particular to their circumstances arising in the jurisdiction in which they are resident or domiciled for tax purposes in connection with the acquisition, ownership, redemption or disposition of the Fund's Shares.

The foregoing summary does not address tax considerations, which may be applicable to certain Shareholders under the laws of jurisdictions other than the Cayman Islands. The Fund has no present plans to apply for any certifications or registrations, or to take any other actions under the laws of any jurisdictions, which would afford relief to local investors therein from the normal tax regime otherwise applicable to an investment in the Shares. The value of the Fund's investments may also be affected by repatriation and exchange control regulations. Tax may be withheld at source in certain countries in respect of dividends paid by the Fund's investments.

European Union Savings Directive

The Reporting of Savings Income Information (European Union) Law (Revised) of the Cayman Islands came into force on 1 July 2005 (the "EUSD Law"). The EUSD Law sets out the mechanics that are in force for the European Union Savings Tax Directive (the "EUSD") to be implemented in the Cayman Islands.

The EUSD Law imposes an obligation on Cayman Islands financial institutions and financial intermediaries termed "paying agents" (being the person paying or securing the relevant payment to the EU resident individual, generally the person who administers redemptions and dividends) to report the amount of prescribed interest or interest derived payments to the Cayman Islands Financial Secretary which, in turn, will make a report thereof to the tax authority for the EU country in which the individual concerned is resident. Whilst the EUSD Law is primarily intended to apply to interest payments arising from cash, bonds and debentures and other debt claims to individuals (but not to companies, except corporate nominees), there is scope for redemption or dividend payments from investment funds holding part of their assets in cash, bonds, debentures and other debt claims to be affected.

Savings income includes only payments from UCITS funds or their equivalent in the Cayman Islands. Cayman Islands-domiciled investment funds registered other than pursuant to section 5 of the Cayman Islands Mutual Funds Law (as the Fund is) will be treated as equivalent to European non-UCITS funds under the EUSD Law. Only dividend and

redemption payments from UCITS-equivalent funds will potentially be “interest payments” affected by the EUSD.

The Paying Agent pursuant to the EUSD Law is likely to be deemed to be the Administrator. Given that the Administrator is located in either (a) the Cayman Islands, (b) a jurisdiction it is believed in which the Administrator can rely on the non-UCITS designation or (c) in a jurisdiction outside the scope of the EUSD, payments effected by the Fund or the Administrator will fall outside the EUSD.

Notwithstanding the above, the EUSD may still affect certain investors in the Fund. Where an investor in the Fund is acting as nominee or otherwise as paying agent (being an economic operator who pays interest to or secures the payment of interest for the immediate benefit of the beneficial owner) and is situated in an EU country or a country which has agreed to be subject to the EUSD, then the investor will need to consider whether payments made by them to the beneficial owner are reportable under the EUSD. This is separate from the issue as to whether a payment by the Fund to the investor is reportable under the EUSD. The Fund and all of its service providers provide no advice in respect of whether payments made by investors to beneficial owners are subject to the EUSD. Each investor should obtain its own advice in this regard.

The Cayman Islands: FATCA and the OECD Common Reporting Standard

The Cayman Islands signed a Model 1(b) (non-reciprocal) inter-governmental agreement with the United States (the “US IGA”) to give effect to the US Foreign Account Tax Compliance Act (“FATCA”), which came into force on 14 April, 2014. The Cayman Islands have signed a similar inter-governmental agreement with the United Kingdom (the “UK IGA”) (together with the US IGA, the “IGAs”) and further inter-governmental agreements are anticipated. Cayman Islands regulations were issued on 4 July 2014 to give effect to the IGAs (the “FATCA Regulations”). The Cayman Islands has also committed to the implementation of the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the “CRS”). The Cayman Islands government has passed legislation to give effect to the CRS (The Cayman Islands Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015) (together with the FATCA Regulations, the “Regulations”) which requires “reporting financial institutions” to identify, and report information in respect of, specified persons in the jurisdictions which sign and implement the CRS. As the OECD initiative develops, further inter-governmental agreements may be entered into by the Cayman Islands government which will form part of CRS.

Pursuant to the Regulations, the Cayman Islands Tax Information Authority (the “Cayman TIA”) has issued guidance notes on the application of the IGAs which were published on 22 July 2014 and later updated (the “Guidance Notes”). Cayman Islands financial institutions (“FIs”) that comply with the IGAs, the Regulations and the Guidance Notes will be treated as satisfying the due diligence and reporting requirements of FATCA and CRS and accordingly will be “deemed compliant” with the requirements of FATCA and CRS, will not be subject to withholding tax, and will not be required to close recalcitrant accounts.

The Fund is (i) required to register with the US Internal Revenue Service (“IRS”) to obtain a Global Intermediary Identification Number for FATCA, (ii) register with the Cayman TIA for FATCA and CRS (iii) required to conduct due diligence on its investors to identify whether accounts are held directly or indirectly by “Specified US Persons” and corresponding determinations for the UK IGA and CRS, and (iv) required to report information on such Specified US Persons and corresponding determinations for the UK IGA and CRS to the Cayman TIA. The Cayman TIA will exchange the information reported to it with the IRS, HM Revenue & Customs (“HMRC”), the United Kingdom tax authority and the third countries fiscal authorities submitting to CRS (“Foreign Fiscal Authorities”) annually on an automatic basis.

Under the terms of the IGAs and the relevant Regulations, FATCA withholding tax will not be imposed on payments made to the Fund except to the extent the Fund, its investors or any other account holder fails to comply with its obligations under FATCA or the US IGA, or otherwise fails to comply with any other obligations it may have to the Fund with respect to the Fund's obligations under FATCA and/or the US IGA, as applicable. If the Fund is subject to such withholding tax, this will generally be at the rate of 30% of the relevant payment. Under the terms of the current US IGA, the Fund will not be required to withhold tax on payments made by the Fund to an account holder.

By investing (or continuing to invest) in the Fund, investors shall be deemed to acknowledge that:

- (i) the Fund (or its agent) may be required to disclose to the Cayman TIA certain confidential information in relation to the investor, including but not limited to the investor's name, address, tax identification number (if any), tax residence, social security number (if any) and certain information relating to the investor's investment;
- (ii) the Cayman TIA may be required to automatically exchange information as outlined above with the IRS, HMRC and other foreign fiscal authorities;
- (iii) the Fund (or its agent) may be required to disclose to the IRS, HMRC and other foreign fiscal authorities certain confidential information when registering with such authorities and if such authorities contact the Fund (or its agent directly) with further enquiries;
- (iv) the Fund may require the investor to provide additional information and/or documentation which the Fund may be required to disclose to the Cayman TIA;
- (v) in the event an investor does not provide the requested information and/or documentation, whether or not that actually leads to compliance failures by the Fund, or a risk of the Fund or its investors being subject to withholding tax under the relevant legislative or inter-governmental regime, the Fund reserves the right to take

any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the investor concerned;

- (vi) no investor affected by any such action or remedy shall have any claim against the Fund (or its agent) for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with any of the US IGA, the UK IGA or any future IGAs, or the Regulations; and
- (vii) the Fund will endeavour to satisfy the requirements imposed under FATCA, the IGAs and the Regulations to avoid any withholding tax. In the event that the Fund is not able to comply with the requirements imposed by FATCA, the IGAs or the Regulations and the Fund does suffer US withholding tax on its investments as a result of non-compliance, the Net Asset Value of the Fund may be adversely affected and the Fund may suffer significant loss as a result”.

AIFM Directive

Directive 2011/61/EU of the European Union (“EU”) on Alternative Investment Fund Managers, known as the Alternative Investment Fund Managers Directive (“AIFMD”) seeks to regulate the activities of both EU investment managers and those non-EU investment managers which conduct either EU marketing activity or manage investment funds with EU investors. The AIFMD has no impact on Cayman Islands investment funds which neither have a European investment manager nor have European investors currently or targeted to invest in the future.

It is understood that non-EU investment managers marketing Cayman Islands investment funds to EU investors can continue to take advantage of existing national private placement exemptions on marketing (at least until 2019). However such an investment manager is obliged to notify the relevant EU regulators of the investment funds it intends to market.

Further information to be provided by the subject investment manager to the applicable regulator include the provision of financial reports (including staff remuneration) and ongoing disclosure of Fund liquidity, leverage and risk to investors along with any changes to the Fund prospectus. Other requirements may apply.

EU investment managers of Cayman Islands investment funds may be required to seek full authorization under the AIFMD domestic provisions implemented by applicable EU regulators.

Accordingly, investors should be aware that such information above may be required to be disclosed to EU regulators by the investment manager of Cayman Islands investments funds, such as the Fund.

VALUATION AND PRICES

Calculation of Net Asset Value

The Net Asset Value of the assets of the fund will be determined by the Administrator. The final Net Asset Value of Shares of each Class will be calculated as being the total assets attributable to such Class less the total liabilities attributable to such Class as at the close of business in the relevant market or markets on each Valuation Date in accordance with the following provisions:

Side Pocket Investments will not be taken into account for the calculation of Net Asset Value of the Fund.

With respect to the calculation of the Net Asset Values for each Class of Shares, the Administrator will rely upon valuations provided to it by third parties. The Administrator shall not be liable for any errors in Net Asset Value calculations where such errors are the result of incorrect information provided by such third parties, unless the Administrator's reliance upon such third party information constitutes fraud, wilful misconduct or gross negligence.

Net Asset Value per Share of the Gold and Silver Shares shall be expressed in both the relevant currency of such class of Shares and ounces of gold/silver and shall be calculated as at each Valuation Date by dividing the Net Asset Value of the relevant Sub-Fund (calculated in the relevant currency) that is properly attributable to the Class of Shares of which that Share forms a part, by the number of Shares of that Class which are issued and outstanding and further dividing the value obtained by the per ounce gold/silver fixing price on the relevant Valuation Date. Net Asset Value of money currency Classes shall be expressed in the relevant money currency.

To the extent that the value assigned by the Fund to any such investment differs from the actual value, the Net Asset Value per Share may be understated or overstated, as the case may be. In light of the foregoing, there is a risk that a Shareholder who redeems all or part of its Shares while the Fund holds such investments will be paid an amount less than it would otherwise be paid if the actual value of such investments is higher than the value designated by the Fund. Similarly, there is a risk that such Shareholder might, in effect, be overpaid if the actual value of such investments is lower than the value designated by the Fund. In addition, there is risk that an investment in the Fund by a new Shareholder (or an additional investment by an existing Shareholder) could dilute the value of such investments for the other Shareholders if the designated value of such investments is higher than the value designated by the Fund. Further, there is risk that a new Shareholder (or an existing Shareholder that makes an additional investment) could pay more than it might otherwise if the actual value of such investments is lower than the value designated by the Fund.

None of the Directors, the Fund or the Administrator shall have any liability in the event that any price or valuation, used in good faith in connection with the above procedures, proves to be an incorrect or an inaccurate estimate or determination of the price or value of any part of the property of the Fund.

The Directors may, at any time and from time to time, suspend the determination of the Net Asset Value and/or the issuance and/or the redemption of Participating Shares (which for the avoidance of doubt, includes after the Redemption Date for the payment of redemption monies) for the whole or any part of a period as described in “Suspension of Redemptions and Sales”.

All reasonable steps will be taken to bring any period of suspension to an end as soon as practicable.

The Net Asset Value will be calculated to five (5) decimal places.

SHARE CAPITAL AND RIGHTS

The authorised share capital of the Fund is €100,000 divided into 100 founder voting shares of a nominal or par value €0.01 each (“**Management Shares**”) and 99,999,000 participating non-voting shares of a nominal or par value €0.001 each (“**Participating Shares**”).

The holder of each Management Share is affiliated with the Superfund group of investment companies and shall have the right to one vote for each such share registered in his name. The Participating Shares do not confer on the holders thereof the right to receive notice of, attend or vote at general meetings of the shareholders except if, and only in respect of, a resolution affecting the class rights of such holders.

The authorised share capital of the Fund may be altered from time to time by resolution of the holders of Management Shares.

Rights on Winding Up

If the Fund were wound up, the assets available for distribution among the Shareholders shall be applied as follows:

- (1) Segregated Portfolio Assets of each Segregated Portfolio shall be distributed in payment (in US Dollars or in any other currency selected by the liquidator) pro-rata among the holders of Shares of that Segregated Portfolio, such payment being made as nearly as practicable in proportion to the number of Shares held in that Segregated Portfolio. Shareholders shall have no recourse to the General Assets. No recourse shall also be had to the assets of one Segregated Portfolio for the purpose of paying up any amount or any part thereof attributable to the Shares of another Segregated Portfolio.
- (2) General Assets of the Fund shall be distributed in payment (in US Dollars or in any other currency selected by the liquidator) pro-rata among the holders of Management Shares, such payment being made as nearly as practicable in proportion to the number of Management Shares held.

The liquidator will discharge the liabilities of each of the Segregated Portfolios out of the

assets comprised in that Segregated Portfolio only and no recourse shall be had to the assets of the other Segregated Portfolios. The liabilities of the Fund which are not attributable to any Segregated Portfolio shall be discharged out of General Assets. If the liquidator considers that any liability is attributable to two or more Segregated Portfolios, then the liquidator may, in his discretion, equitably so apportion the said liability.

Alteration of the Memorandum of Association and the Articles of Association

The Memorandum of Association and the Articles of Association of the Fund shall not be rescinded, altered or amended unless the same is passed by a special resolution of the holders of the Management Shares being entitled so to vote in person or by proxy at a meeting of the Fund of which notice specifying the intention to propose such resolution has been duly given or by the written consent of the holders of the Management Shares. The rights attached to any Class may, whether or not the Fund is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that Class.

Indemnification

The Articles of Association of the Fund contain provisions that every Director or Officer or servant of the Fund and their heirs and personal representatives shall be entitled to be indemnified out of the Segregated Portfolio Assets, if incurred in respect of a particular Segregated Portfolio, and otherwise out of the General Assets of the Fund against all actions, proceedings, costs, damages, expenses, claims, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted except such (if any) as he shall incur or sustain by or through his own fraud, wilful default or dishonesty. The amount for which the indemnity is given shall immediately attach as a lien and charge over the property of the Fund and shall have priority over all other claims. It is acknowledged that such indemnification will be from and limited to the Segregated Portfolio Assets, if incurred in respect of a particular Segregated Portfolio, and otherwise out of the General Assets.

No Director or Officer or servant of the Fund shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or servant, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Fund through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Fund, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Fund shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default, or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own fraud, wilful default or dishonesty.

Variation of Rights

The Fund's Articles of Association provide that the rights attached to any class of shares

may, subject to the laws of the Cayman Islands and unless otherwise provided by the terms under which the shares of that class were issued, be varied or abrogated with the consent in writing of the holders of three-quarters of the issued shares of that class or with the sanction of a resolution passed at a separate meeting of the holders of the shares of such class by a majority of three-quarters of the votes cast at that meeting. The rights attached to the Participating Shares shall not, unless otherwise expressly provided by the terms of the issue of the Participating Shares, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

FURTHER INFORMATION

Documents available for inspection

Copies of the following documents are available for inspection during normal business hours on any Business Day at the office of the Administrator without charge:

- (a) the Memorandum and Articles of Association of the Fund;
- (b) the Investment Advisory Agreement;
- (c) the most recent audited financial statements of the Fund (if any);
- (d) this Offering Memorandum and any updates thereof; and
- (e) circulars to holders of the Shares issued by the Fund.

Litigation

The Fund is not engaged in any litigation or arbitration and no litigation or claim is known to the Directors to be pending or threatened by or against the Fund.

Disclosure of Interests

Save as may be disclosed in this Offering Memorandum, no amount or benefit has been paid or given or is intended to be paid or given to any promoter of the Fund.

Email Waiver

On behalf of the Fund, the Administrator offers authorised persons, including relevant service providers and investors the opportunity to review confidential fund information, including but not limited to investor and investment information, via electronic delivery. Although this may be of benefit, it is important to note that:

- i. electronic communications may not be secure, may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient; and
- ii. the information may be located outside of the Cayman Islands and may need to be disclosed to third parties; e.g., those involved with the maintenance of the

information, and could be accessed by unauthorised persons.

As such, the person to whom the information belongs by investing in the Fund agrees that the Administrator, on behalf of the Fund, may employ the applicable method of communication. The person will also be required to release the Administrator and the Fund from any form of liability or loss associated with the communication or publication of fund information, including but not limited to investor and investment information. The Administrator makes no warranties in relation to these matters, and the use of the alternative methods of communication will be at the sole risk of the person to whom the information belongs. The Administrator also reserves the right to intercept, monitor and retain communications to and from its systems as permitted by applicable law.

ADDENDUM TO THE OFFERING MEMORANDUM OF
SUPERFUND BLUE SPC
relating to an offering of Participating shares in
Superfund Blue Segregated Portfolio I
(the “Fund”)

*All terms used in this Supplement to the Offering Memorandum (the “**Supplement**”) have the same meaning as in the Offering Memorandum of the Fund (as supplemented from time to time) (the “**OM**”). The Directors accept responsibility for the information contained in this Supplement as being accurate as at the date of publication.*

This Supplement is supplemental to and should be read together with the OM. The changes made to the provisions of the OM by this Supplement shall take effect as of the date of this Supplement. In the event of any inconsistency between the provisions of this Supplement and the OM, the provisions of this Supplement shall apply.

FATCA and CRS

The following new sub-section shall be inserted immediately after the sub-section entitled “The Fund and Cayman Islands Taxation” under the heading “TAXATION”:

“The Cayman Islands: FATCA and the OECD Common Reporting Standard

The Cayman Islands signed a Model 1(b) (non-reciprocal) inter-governmental agreement with the United States (the "US IGA") to give effect to the US Foreign Account Tax Compliance Act ("FATCA"), which came into force on 14 April, 2014. The Cayman Islands have signed a similar inter-governmental agreement with the United Kingdom (the "UK IGA") (together with the US IGA, the "IGAs") and further inter-governmental agreements are anticipated. Cayman Islands regulations were issued on 4 July 2014 to give effect to the IGAs (the “FATCA Regulations”). The Cayman Islands has also committed to the implementation of the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the “CRS”). Cayman Islands regulations were issued on 16 October 2015 to give effect to CRS in the Cayman Islands (together with the FATCA Regulations, the “Regulations”) which require “reporting financial institutions” to identify, and report information in respect of, specified persons in the jurisdictions which sign and implement the CRS. Further regulations in respect of CRS are expected to be issued in the first half of 2016 together with guidance notes in respect of the implementation of CRS in the Cayman Islands (“CRS Guidance Notes”). As the OECD initiative develops, further inter-governmental agreements may be entered into by the Cayman Islands government which will form part of CRS.

Pursuant to the Regulations, the Cayman Islands Tax Information Authority (the "Cayman TIA") has issued guidance notes on the application of the IGAs which were published on 22 July 2014 and later updated (together with any CRS Guidance Notes issued and updated from time to time, the "Guidance Notes"). Cayman Islands financial institutions ("FIs") that comply with the IGAs, the Regulations and the Guidance Notes will be treated as satisfying the due diligence and reporting requirements of FATCA and CRS and accordingly will be "deemed

compliant" with the requirements of FATCA and CRS, will not be subject to withholding tax, and will not be required to close recalcitrant accounts.

The Fund is (i) required to register with the US Internal Revenue Service ("IRS") to obtain a Global Intermediary Identification Number for FATCA, (ii) register with the Cayman TIA for FATCA and CRS (iii) required to conduct due diligence on its investors to identify whether accounts are held directly or indirectly by "Specified US Persons" and corresponding determinations for the UK IGA and CRS, and (iv) required to report information on such Specified US Persons and corresponding determinations for the UK IGA and CRS to the Cayman TIA. The Cayman TIA will exchange the information reported to it with the IRS, HM Revenue & Customs ("HMRC"), the United Kingdom tax authority and the third countries fiscal authorities submitting to CRS ("Foreign Fiscal Authorities") annually on an automatic basis.

Under the terms of the IGAs and the relevant Regulations, FATCA withholding tax will not be imposed on payments made to the Fund except to the extent the Fund, its investors or any other account holder fails to comply with its obligations under FATCA or the US IGA, or otherwise fails to comply with any other obligations it may have to the Fund with respect to the Fund's obligations under FATCA and/or the US IGA, as applicable. If the Fund is subject to such withholding tax, this will generally be at the rate of 30% of the relevant payment. Under the terms of the current US IGA, the Fund will not be required to withhold tax on payments made by the Fund to an account holder.

By investing (or continuing to invest) in the Fund, investors shall be deemed to acknowledge that:

- (i) the Fund (or its agent) may be required to disclose to the Cayman TIA certain confidential information in relation to the investor, including but not limited to the investor's name, address, tax identification number (if any), tax residence(s), social security number (if any) and certain information relating to the investor's investment;
- (ii) the Cayman TIA may be required to automatically exchange information as outlined above with the IRS, HMRC and other foreign fiscal authorities;
- (iii) the Fund (or its agent) may be required to disclose to the IRS, HMRC and other foreign fiscal authorities certain confidential information when registering with such authorities and if such authorities contact the Fund (or its agent directly) with further enquiries;
- (iv) the Fund may require the investor to provide additional information and/or documentation which the Fund may be required to disclose to the Cayman TIA;
- (v) in the event an investor does not provide the requested information and/or documentation, whether or not that actually leads to compliance failures by the Fund, or a risk of the Fund or its investors being subject to withholding tax under the relevant legislative or inter-governmental regime, the Fund reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the investor concerned;
- (vi) no investor affected by any such action or remedy shall have any claim against the Fund (or its agent) for any form of damages or liability as a result of actions taken or remedies

pursued by or on behalf of the Fund in order to comply with any of the US IGA, the UK IGA or any future IGAs, or the Regulations; and

(vii) the Fund will endeavour to satisfy the requirements imposed under FATCA, the IGAs and the Regulations to avoid any withholding tax. In the event that the Fund is not able to comply with the requirements imposed by FATCA, the IGAs or the Regulations and the Fund does suffer US withholding tax on its investments as a result of non-compliance, the Net Asset Value of the Fund may be adversely affected and the Fund may suffer significant loss as a result”.

The following new sub-section shall be inserted immediately after the sub-section entitled “AUDIT LIABILITY CAP” under the heading “INVESTMENT CONSIDERATIONS AND RISK FACTORS”:

“United States FATCA

Subject to the discussion regarding the IGA below, sections 1471 – 1474 of the Internal Revenue Code 1986, as amended (referred to as “FATCA”) contain new rules with respect to certain payments to non-United States persons, such as the Fund, including interest and dividends from securities of US issuers and gross proceeds from the sale of such securities. All such payments may be subject to withholding at a 30 per cent. rate, unless the recipient of the payment satisfies certain requirements intended to enable the United States Internal Revenue Service (“IRS”) to identify certain United States persons with interests in such payments. Such withholding currently applies with respect to US source dividends, interest, and similar income payments, and will apply to payments of gross proceeds and certain non-US source payments made after 31 December 2016.

The United States and the Cayman Islands signed an intergovernmental agreement for the implementation of FATCA (the “IGA”). Pursuant to the IGA, which follows the “Model 1B” intergovernmental agreement disclosed by the United States Treasury in 2012, the Fund will generally not be subject to the above described FATCA withholding tax on payments it receives, and will generally be relieved from the obligation to enter into a direct agreement with the IRS under which it would be required to file information reports directly to the IRS concerning US ownership and to withhold US tax on payments made to its investors, provided that the Cayman Islands government and the Fund comply with the terms of the IGA and enabling Cayman Islands legislation that is currently pending. Among other things, the IGA and Cayman Islands law would require the Fund to identify certain of its direct and indirect US owners and report such ownership to the Cayman Islands, which in turn would report information regarding such ownership to the IRS. Currently, the first calendar year for which FATCA related reporting is required to be submitted to the Cayman Islands will be the 2014 calendar year, with such first report due in 2015.

The Fund will endeavour to satisfy the requirements imposed under FATCA, the IGA and any related Cayman Islands laws to avoid any withholding tax. In the event that the Fund is not able to comply with the requirements imposed by FATCA, the IGA or any related Cayman Islands laws and the Fund suffers US withholding tax on its investments as a result of non-compliance, the Net Asset Value of the Fund may be adversely affected and the Fund may suffer significant loss as a result.

In the event any amounts are withheld from payments made to the Fund pursuant to FATCA due to any failure by a Shareholder to provide information to the Fund necessary to avoid such withholding, the Fund may collect the withheld taxes from such Shareholder (which, at the Fund's discretion, may be collected from proceeds otherwise payable to the Shareholder from the redemption of Participating Shares) and/or allocate or apportion to such Shareholder the withheld taxes.

Each prospective investor (and Shareholder) should consult with its own tax advisor as to the potential impact of FATCA in its own tax situation.”

Otherwise the OM remains as drawn.

May 2017

ADDENDUM TO THE PRIVATE PLACEMENT MEMORANDUM OF Superfund Blue SPC

This Addendum dated 15 September 2017 should be read in conjunction with and forms part of the Offering Memorandum for Superfund Blue SPC (the “Company”) dated March 2016. Distribution of this Addendum is not authorized unless accompanied by a copy of the Offering Memorandum.

Shareholders and prospective investors in the Company are herewith informed of the following amendments to the Offering Memorandum:

With effect from 1 October 2017 the Directors of the Company are:

Samuel Zbinden and Josef Holzer, whose biographies appear below.

Samuel Zbinden

Samuel Zbinden joined the Superfund group of investment companies in 2004. From 2004 to 2006, Mr. Zbinden was a sales team member at Superfund Asset Management AG, a financial services company based in Switzerland. In 2006, Mr. Zbinden was promoted to Head of Sales of Superfund Asset Management AG, with primary responsibility for the distribution of Superfund funds to institutional investors and family offices in Switzerland. Since 2011, he has served as a Managing Director of Superfund Asset Management AG. Between July and December 2011, Mr. Zbinden served as interim Managing Director of Superfund Consulting GmbH, an Austrian consulting firm that provides consulting services to the Superfund group of investment companies. Beginning October 2014, Mr. Zbinden has also served as a Non-executive Director of Superfund Securities Japan Co., Ltd., a Japanese securities dealer. Before joining the Superfund group of investment companies, Mr. Zbinden worked for four years as an independent asset manager. Mr. Zbinden is a citizen of Switzerland.

Josef Holzer

Mr. Holzer graduated from the Vienna University of Technology with honors in 1993 with a master’s degree in computer science. In 1995, Mr. Holzer co-founded Teletrader Software GmbH and served as its Managing Director until 1998. In 2000, Mr. Holzer co-founded TeleTrader Sp. z o.o., and served as its Managing Director until 2005. TeleTrader is a global leading provider of financial information and solutions. In 2005 he joined the Superfund group of investment companies, where he was responsible for the development of Superfund’s proprietary order execution management system. Currently, Mr. Holzer is head of software development at the Superfund group. Mr. Holzer is a citizen of Austria.

It is to be noted that Samuel Zbinden and Josef Holzer are affiliated with the Investment Adviser, the distributor and the shareholder of management shares of the fund.