

# **OFFER BY**

## **SUPERFUND RED ONE SPC**

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

relating to an offering of Participating Shares in

### **Superfund Red One Segregated Portfolio I**

**Class A (EUR) Participating Shares**

Minimum Initial Investment: EUR 10,000

**Class A (USD) Participating Shares**

Minimum Initial Investment: US\$ 10,000

**Class A (Gold) Participating Shares**

Minimum Initial Investment: US\$ 10,000

**Class A (Silver) Participating Shares**

Minimum Initial Investment: US\$ 10,000

**Class B (EUR) Participating Shares**

Minimum Initial Investment: EUR 10,000

**Class B (USD) Participating Shares**

Minimum Initial Investment: US\$ 10,000

**Class B (Gold) Participating Shares**

Minimum Initial Investment: US\$ 10,000

**Class B (Silver) Participating Shares**

Minimum Initial Investment: US\$ 10,000

January 2014

---

This Offering Memorandum is distributed on a confidential basis in connection with a private offering of Shares of Superfund Red One 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 Risks 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 U.S. persons (except for Permitted 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, should 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 AUSTRIAN PROSPECTIVE SHAREHOLDERS**

The minimum initial and subsequent subscription amount in respect of all investments solicited and/or executed in Austria shall be EUR 100,000 (or other currency equivalent),

### **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 BELGIAN PROSPECTIVE SHAREHOLDERS**

The Fund has not been and will not be registered with the Belgian Banking, Finance and Insurance Commission ("Commissie voor het Bank-, Financie- en Assurantiewezen" / "Commission bancaire, financière et des assurances") as a foreign collective investment institution under Article 127 of the Belgian Law of 20 July 2004 on certain forms of collective management of investment portfolios. The offering in Belgium has not been and will not be notified to the Belgian Banking, Finance and Insurance Commission, nor has this document been nor will it be approved by the Belgian Banking, Finance and Insurance Commission. The Shares issued by the Fund shall, whether directly or indirectly, only be offered, sold, transferred or delivered in Belgium to (i) "Qualified Investors" in the sense of Article 10 of the Belgian Law of 16 June 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets (as amended from time to time), and "Professional or Institutional Investors" in the sense of Article 5§3 of the Belgian Law of 20 July 2004 on certain

forms of collective management of investment portfolios (as amended from time to time), acting on their own behalf, or (ii) persons acquiring interests for a minimum consideration of €50,000 per investor and per offer. This document has been issued to you for your personal use only and exclusively for the purposes of the offering. Accordingly, this document may not be used for any other purpose or passed on to any other person in Belgium.

#### **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**

This Offering Memorandum is not, and under no circumstances is to be construed as, a public offering of securities or an offering of securities in any jurisdiction in which such offering would be unlawful. No securities commission or similar authority in Canada has in any way passed upon the merits of the Shares offered hereby and any representation to the contrary is unlawful. Persons who will be acquiring Shares pursuant to this Offering Memorandum will not have the benefit of a review of the material by any securities regulatory authority in Canada.

By accepting their subscription agreements, the Fund shall be granting to shareholders in the provinces of Canada who have received this Offering Memorandum a contractual and/or statutory right of action for damages or rescission against the Fund if this Offering Memorandum, or any amendment thereto, contains a misrepresentation.

This right of action is in addition to any other right or remedy available to the shareholder at law.

#### **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 DUTCH PROSPECTIVE SHAREHOLDERS**

The Shares may not be offered or acquired, directly or indirectly, in the Netherlands and this Offering Memorandum may not be circulated in the Netherlands, as part of an initial distribution or any time thereafter, other than (i) to individuals or legal entities who are Qualifying Investors within the meaning of Article 1:1 of the Financial Supervision Act as amended from time to time; or (ii) to persons and legal entities who will commit to invest in the Fund at least EUR 100,000 per investor for each separate offer; or (iii) where the nominal value per Share is at least EUR 100,000. The Fund does not require a licence pursuant to the Financial Supervision Act and the Fund is not supervised by the Netherlands Authority for the Financial Markets.

#### **FOR ECUADORIAN PROSPECTIVE INVESTORS**

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 FRENCH PROSPECTIVE SHAREHOLDERS**

The Fund has not been authorized and this Offering Memorandum has not been approved by the *Autorité des Marchés Financiers* or any other French authority. No marketing of the Shares has been made on French territory, and this Offering Memorandum and any other offering materials

relating to the Fund are being provided only at the request of prospective investors. This Offering Memorandum and any other offering materials are strictly confidential and may not be distributed to any person or entity other than the recipients hereof.

### **FOR GREEK PROSPECTIVE SHAREHOLDERS**

The Fund has not been approved by the Greek Capital Market Commission for distribution to the public in Greece. This Offering Memorandum and the information contained herein do not and shall not be deemed to constitute an invitation to the public in Greece to purchase the Shares. The Shares may not be distributed, offered or in any way sold in Greece except as permitted by Greek Law. The Fund does not have a guaranteed performance and past returns do not guarantee future returns.

### **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 IRISH PROSPECTIVE SHAREHOLDERS**

The Shares will not be marketed in Ireland without the prior approval in writing of the Irish Financial Services Regulatory Authority. The Fund has no place of business in Ireland and has not been approved by and is not regulated by the Irish Financial Services Regulatory Authority.

### **FOR ITALIAN PROSPECTIVE SHAREHOLDERS**

The Fund is not a UCITS fund. It has not been nor will it be registered with the Italian authorities. The Shares are offered upon the express request of the investor, who has directly contacted the Fund or its sponsor outside of Italy at the investor's own initiative. No active



marketing of the Fund has been carried out in Italy and this Offering Memorandum has been sent to the investor at the investor's request. The investor acknowledges the above and hereby agrees not to transfer or otherwise resell any Shares. This Offering Memorandum and other offering materials relating to the offer of Shares are strictly confidential and may not be distributed to any person or entity other than the recipients hereof.

### **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 LIECHTENSTEIN**

The Shares are offered to a narrowly defined category of investors, in all cases under circumstances designed to preclude a public solicitation. This Offering Memorandum may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent.

#### **FOR PROSPECTIVE SHAREHOLDERS of LUXEMBOURG**

The Shares may not be publicly offered or sold in the Grand Duchy of Luxembourg, except for Shares for which the requirements of article 76 of the Law of December 20, 2002 on undertakings for collective investment have been met. The Shares are offered to a limited number of investors or to sophisticated investors, in all cases under circumstances designed to preclude a distribution that would be other than a private placement. This Offering Memorandum may not be reproduced or used for any purpose, or provided to any person other than those to whom copies have been sent.

#### **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 NORWEGIAN PROSPECTIVE SHAREHOLDERS**

The Fund falls outside the scope of the Norwegian Investment Fund Act and, therefore, is not subject to supervision from the Financial Supervisory Authority of Norway (*Kredittilsynet*). The Shares are not subject to the Norwegian Securities Trading Act.

The contents of this Offering Memorandum have not been approved or registered with the Oslo *Børs* (the Oslo Stock Exchange) nor the Norwegian company registry.

Each investor should carefully consider individual tax questions before investing in the Fund. This Offering Memorandum should not in any way be copied or otherwise distributed by the recipient.

### **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 PROSPECTIVE SHAREHOLDERS OF THE UNITED KINGDOM**

This Offering Memorandum is directed only at persons who (i) have professional experience in matters relating to investments or (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations, *etc.*") of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or (iii) are persons to whom this document may otherwise lawfully be communicated (all such persons together being referred to as "relevant persons"). This communication must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this communication relates is available only to relevant persons and will be engaged in only with relevant persons.

**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**

The Shares are not intended to be sold or offered to US Persons.

## TABLE OF CONTENTS

<b>CORPORATE DIRECTORY</b>	1
<b>DEFINITIONS</b>	2
<b>SUMMARY OF OFFERING MEMORANDUM</b>	8
The Fund	8
Minimum Investment	9
Summary of Investment Objectives	9
Subscriptions	9
Subscription Charge	10
Redemptions	10
Side Letters	12
Fees and Expenses	12
Suitability	13
Dividend Policy	13
Transfer of Shares	13
“Master-feeder” Structure	14
Listing of the Fund	14
Reports to Shareholders	14
The Administrator	14
The Distributor	14
The Registered and Principal Office	14
The Auditor	14
Risk Factors	14
<b>INVESTMENT OBJECTIVES</b>	16
<b>INVESTMENT ADVISER</b>	18
<b>INVESTMENT CONSIDERATIONS AND RISK FACTORS</b>	19
Investment Practices and Portfolio Risks	18
Management Risks	28
Fund Risks	29
<b>ISSUE AND REDEMPTION OF SHARES</b>	34
Offering	34
Issue	32
Subscription Charge	34
Redemption	34
Redemption Charge	34
Compulsory Redemptions	35
Suspension of Redemptions and Sales	36
Side Pocket Investments	37
Transfer	38
<b>REGULATORY MATTERS</b>	41
Cayman Islands Mutual Funds Law	41
Cayman Islands Anti-Money Laundering Regulations	41
Anti-Money Laundering Regulations of Other Jurisdictions	42
<b>MANAGEMENT AND ADMINISTRATION</b>	44
The Directors	42
Investment Adviser	45
Distributor	45
Administrator	45
Registered Office, Principal Office and Secretary	46
Brokers	46
<b>CHARGES AND EXPENSES</b>	50
Investment Adviser’s Management Fee	50
Investment Adviser’s Performance Fee	48
Distributor Fees	49

Subscription Charge	49
Initial Expenses	49
General Expenses	49
Administrator Fees	49
Initial Expenses	49
General Expenses	49
<b>POTENTIAL CONFLICTS OF INTEREST</b>	<b>53</b>
Other Business Activities	51
Allocation of Investment Opportunities	51
Side Letter Agreements Regarding Investment Opportunities	51
Fees Paid to the Investment Adviser	51
Allocation of Expenses	52
Transactions Between the Fund and Other Clients	52
Other Business Relationships	52
Prospective Consent of Shareholders	52
<b>DIVIDENDS, REPORTS AND STATEMENTS</b>	<b>56</b>
Dividend Policy	56
Reports and Statements	56
Relevant Documentation	53
Inquiries	54
<b>TAXATION</b>	<b>55</b>
The Fund and Cayman Islands Taxation	55
Shareholders of the Fund	55
European Union Savings Directive	59
<b>VALUATION AND PRICES</b>	<b>60</b>
Calculation of Net Asset Value	60
<b>SHARE CAPITAL AND RIGHTS</b>	<b>62</b>
Rights on Winding Up	62
Alteration of the Memorandum of Association and the Articles of Association	62
Indemnification	63
Variation of Rights	63
<b>FURTHER INFORMATION</b>	<b>64</b>
Documents available for inspection	64
Litigation	64
Disclosure of Interests	64
Email Waiver	61
<b>INVESTMENT BY U.S. TAX EXEMPT ENTITIES - ERISA CONSIDERATIONS</b>	<b>Error! Bookmark not defined.</b>

## CORPORATE DIRECTORY

### **Registered and Principal Office:**

UBS Fund Services (Cayman) Ltd.  
227 Elgin Avenue, UBS House  
PO Box 852  
Grand Cayman KY1-1103  
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

### **Legal Advisors as to Cayman Islands Law:**

Campbells, Attorneys-at-Law  
Scotia Centre  
PO Box 884  
Grand Cayman KY1-1103  
Cayman Islands

### **The Directors of the Fund:**

Gisèle Verheyden  
Superfund Luxembourg S.A. represented by  
Jorge Fernandes

### **Auditors:**

KPMG  
P.O. Box 493  
Century Yard, Cricket Square  
Grand Cayman, KY1-1106  
Cayman Island

### **Administrator:**

UBS Fund Services (Cayman) Ltd.  
227 Elgin Avenue, UBS House  
P.O. Box 852  
Grand Cayman, KY1-1103  
Cayman Islands

### **Introducing Broker**

Superfund Brokerage Services Inc.  
Superfund Building  
P.O. Box 1661  
Grand Anse  
St. George's, Grenada W.I.

## 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 UBS Fund Services (Cayman) Ltd. in its capacity as administrator of the Fund for the relevant Segregated Portfolio.
- “Business Day” means a 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.
- “Class A Shares” means participating, non-voting, redeemable shares designated as Class A Shares and representing an interest in Segregated Portfolio I, including the Class A (EUR) Shares, the Class A (USD) Shares, the Class A (Gold) Shares and the Class A (Silver) Shares.
- Denomination of Shares: The base currency of the Fund will be the United States Dollar, and the net asset value of each class of Shares of the Sub-Fund shall be calculated in the denominated currency of such class.
- However the net asset value of the Class A (Gold) shall be expressed in both the USD and ounces of gold bullion and all subscriptions received for Class A (Gold) shall have their value converted to gold bullion at the time of subscription, based on the London AM gold fixing per ounce price of gold bullion prevailing on Valuation Date. The net asset value of the Class A (Silver) shall be expressed in both the USD and ounces of silver bullion and all subscriptions received for the Class A (Silver) shall have their value converted to silver bullion at the time of subscription, based on the London daily



	silver fixing per ounce price of silver bullion prevailing on the Valuation Date.
“Directors”	means the person(s) named as the director(s) of the Fund in this Offering Memorandum 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 the relevant Segregated Portfolio.
“Distribution Fee”	means the Distribution Fee (if any) payable to the Distributor as described in this Offering Memorandum.
“Euro”	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 <sup>st</sup> of each year.
“Fund” or Company	means Superfund Red 1 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 Offer Period”	means for the Class A shares the period commencing on or around 1 July 2012 to such date as the Directors may determine and for the Class B shares the period commencing on or around 20 January 2014 to such date as the Directors may determine “Investment Adviser Agreement” means the agreement by which the Fund has appointed the

Investment Adviser to manage the Fund's investments and affairs for the Segregated Portfolio I.

- “Investment Adviser” means Superfund Capital Management Inc., in its capacity as investment adviser of the Fund's assets and investments.
- “Management Fee” means the Management Fee payable to the Investment Adviser as described in this Offering Memorandum.
- “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 Day which is equal to the aggregate Net Asset Value of the particular Class of the relevant Segregated Portfolio divided by the total number of Shares issued and outstanding in such Class on the relevant Valuation Day. The Net Asset Value of Class A (EUR) and Class B (EUR) Shares shall be expressed in Euro. The Net Asset Value of Class A (USD) and Class B (USD) Shares shall be expressed in United States Dollars. The Net Asset value of Class A (Gold), Class B (Gold), Class A (Silver) and Class B (Silver) Shares shall be expressed in both USD and ounces of gold/silver converted from United States Dollars to ounces of gold/silver bullion based on the London AM gold/silver fixing per ounce price of gold/silver bullion prevailing on the relevant Valuation Day.
- “Performance Fee” means the Performance Fee payable to the Investment Adviser as described in this Offering Memorandum.
- “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 Day, 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 Red One SPC, 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)” and “US\$”

means the lawful 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. 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 organised 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.

## SUMMARY OF OFFERING MEMORANDUM

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 (7<sup>th</sup> June 2012) 2012. The registered and principal office of the fund is UBS Fund Services (Cayman) Ltd., UBS House, 227 Elgin Avenue, P.O. Box 852, Grand Cayman KY1-1103, 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 at the date of this Offering Memorandum, the Fund has one (1) Segregated Portfolio - Superfund Red One Segregated Portfolio I (the "**Sub-Fund**"). 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.

As a segregated portfolio company, the Fund is permitted to 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. 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 is 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 subscription amounts and the minimum subsequent subscription amounts are as follows:

Share Class:	Minimum Initial Investment Amount	Minimum Subsequent Investment Amount
Class A (EUR) Shares	EUR 10,000	EUR 5,000
Class A (USD) Shares	USD 10,000	USD 5,000
Class A (Gold) Shares	USD 10,000	USD 5,000
Class A (Silver) Shares	USD 10,000	USD 5,000
Class B (EUR) Shares	EUR 10,000	EUR 5,000
Class B (USD) Shares	USD 10,000	USD 5,000
Class B (Gold) Shares	USD 10,000	USD 5,000
Class B (Silver) Shares	USD 10,000	USD 5,000

Shares are issued as described below under “Issue and Redemption of Shares”. The minimum investment and holding amounts set forth in this Offering Memorandum may be waived, reduced or adjusted by the Directors from time to time, in their sole discretion, to account for currency alterations or similar changes.

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.

### **Summary of Investment Objectives**

The investment objective of the Sub-Fund is to provide investors with a form of investment potentially independent (through virtually no correlation to equity securities and option markets) of the development of equity and securities markets, and which is expected to achieve above average returns on long term capital appreciation. The investment objective of the Sub-Fund is long-term capital appreciation through the use of technical analysis using certain software as selected by the Investment Adviser from time to time.

## **Subscriptions**

This Offering Memorandum relates both to an initial offering during the Initial Offer Period and to subsequent issues of Shares.

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 should be completed and signed. Subscriptions agreements and subscription monies should be received no later than 4:00 p.m. (Cayman Islands Time) at least one (1) Business Day prior to the applicable Subscription Date. Applications received after such time will be dealt with on the next following Subscription Date.

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 sent by facsimile transmission.

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.

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 Shares are not intended to be sold or offered to US Persons.**

### **Subscription Charge**

The Fund shall deduct a Subscription Charge of 4.5% 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.

## **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 at least three (3) Business Days' prior written notice to the Administrator in the form attached hereto as Appendix 2. The form will be accepted by fax, however the original should be sent 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 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, less any applicable Redemption Charge.

Redemptions may be subject to Redemption Charges. See "Redemption Charge" for details.

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 amount (minimum holding amount) or the equivalent of such or such other minimum as the Directors may determine, at the option of the Directors, the Shareholder's request may be rejected or the whole of his holding redeemed.

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 U.S. Person (except for Permitted U.S. Persons). 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 no 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 possible. The Fund may pro-rate all redemption requests on any Redemption Date to limit total redemptions to 10% of the Shares in issue on the relevant Redemption Date. Any outstanding redemption requests will be carried forward to the next following Valuation Date where they will be dealt with prior to any subsequent requests.

Any amount payable to a Shareholder in connection with requests for redemption will be paid 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.

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 MIGHT REDEEM HIS SHARES MAY 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.

### **Switches**

Shareholders may elect to substitute part or all of their Shares of one Class of 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 as at the Net Asset Value of such Shares on the relevant Redemption Date, and shall be automatically reinvested in Shares of the other Class as 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 switch; however the Directors (in their sole discretion) may levy a switch fee of up to 2% of the Net Asset Value of the Shares being substituted. In the event that a switch fee is levied, it will be payable to the Investment Adviser.

### **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.

### **Fees and Expenses**

The Investment Adviser shall receive a management fee (the "**Management Fee**") equal to 3 % per annum 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 25% 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 after all other fees and expenses are paid. The Performance Fee shall be payable monthly.

The Management Fee and Incentive Fee shall be calculated in the currency of each class, converted to U.S. dollars at the spot exchange rate of the relevant Class’s expense and paid to the Investment Adviser in U.S. dollars, except as otherwise specified.

The Distributor will charge a distribution fee at a rate of 1.8% 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 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.

The Sub-Fund will be responsible to pay 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 their prevailing rates.

### **Suitability**

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 inform them of and to observe any restrictions and/or 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 shares certificates will be issued.

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 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.

## **“Master-feeder” Structure**

The Fund may, in the future, reorganise into a “master-feeder” fund structure. The reorganisation would be effected by the Fund transferring all of its assets to a master fund (the “**Master Fund**”) which would be a separate vehicle. All of the Fund’s portfolio investments would be held at the Master Fund level and the Fund would be allocated shares of the Master Fund. If the Master Fund structure were to proceed, investment activities will be carried out at the Master Fund level. However, the Master Fund would be managed by adopting the same investment strategies and by the same group of Advisers.

## **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**

UBS Fund Services (Cayman) Ltd is acting as administrator of the Fund.

## **The Distributor**

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

### **The Registered and Principal Office**

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

### **The Auditor**

KPMG, Cayman Islands, will serve as auditor of the Fund. The engagement letter between the Fund and KPMG, 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. Each Shareholder should understand that all investments have a risk factor. 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**

The Sub-Fund's investment objective is to provide investors with a form of investment potentially independent of the development of equity and securities markets (through virtually no correlation to equity securities and option markets), and which is expected to achieve above average returns on long term capital appreciation. The investment objective of the Sub-Fund is long-term capital appreciation through the use of technical analysis using certain trading software as selected by the Investment Adviser from time to time. The Class A (Gold) and Class B (Gold) Shares have been designed for investors desiring to invest a portion of their assets in currency independent investments which are linked to gold futures and physical gold, including investments such as exchange traded funds that invest solely in physical gold. The Investment Adviser may also make investments on behalf of the Class A (Gold) and Class B (Gold) Shares directly or indirectly in other precious metals (also in their physical form) including but not limited to platinum and silver and their related products. The Class A (Silver) and Class B (Silver) Shares have been designed for investors desiring to invest a portion of their assets in currency independent investments which are linked to silver futures and physical silver. The Investment Adviser may also make investments on behalf of the Class A (Silver) and Class B (Silver) 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. All precious metals of the Fund will be held by the Custodian. The Fund may appoint other custodians in the future.

At the discretion of the Investment Adviser, the Sub-Fund may also invest in exchange traded funds (ETFs).

Gold and precious metals purchased by the Sub -Fund will be held by such custodian(s) as may be appointed by the Fund. Access to such gold could be restricted by natural events, such as an earthquake, or human actions, such as a terrorist attack.

The Sub-Fund will seek to achieve its stated objective by the implementation of trading signals using certain trading software as selected by the Investment Adviser from time to time. Such software may then be managed by the Investment Adviser.

The Sub-Fund intends to take advantage of investment opportunities and the latest trading strategies and therefore has no pre-determined views on the characteristics of future investments for the Sub-Fund and is not subject to any restrictions.

The Investment Adviser will use leverage when it believes that the use of leverage may enable the Sub-Fund to achieve a higher rate of return without taking undue risk in exchange traded futures contracts and over-the-counter derivatives including foreign currency contracts.

**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”) (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 General Partner 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. 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.

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

### **Investment Practices and Portfolio Risks**

#### **INVESTMENT RISKS IN GENERAL**

The Sub-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-US 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 Sub-Fund will have the ability to direct or influence the management of these assets or the investment of their assets. If the Sub-Fund receives distributions in kind from any of the assets, it will incur additional costs and risks to dispose of such assets.

#### **BUSINESS RISKS**

The Sub-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 Sub-Fund's investment portfolio will generate any income or will appreciate in value.

#### **POTENTIAL COUNTERPARTY DEFAULT RISKS**

It should be noted that certain assets of the Sub-Fund are subject to the risk of a potential non-performance by the counterparties, including risks relating to the financial soundness and creditworthiness of the counterparties with which, or the dealers, brokers and exchange through which, they deal, whether they engage in exchange-traded or off-exchange 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 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 Fund, or the bankruptcy of an exchange clearing house. In the case of any such bankruptcy, the Fund might recover, even in respect of property specifically traceable to the assets of the Fund, only a pro-rata share of all property available for distribution to all of the broker's customers. Such an amount may be less than the amounts owed to the Fund. Such events would have an adverse effect on the NAV of the Fund.

#### CUSTODIAN/THIRD PARTY DEPOSIT ACCOUNT RISK

In case of a bankruptcy of the Custodian, there may be an administrative delay in getting access to the non-cash assets of the 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, the Fund would be protected in the event of the insolvency of the Custodian but, should the third party bank become insolvent, the Fund would become a general unsecured creditor of such third party bank, and the Fund may be at risk of loss of all or some of the cash held on deposit.

#### GLOBAL ECONOMIC & MARKET CONDITIONS

The Sub-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, unfavorable 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 Sub-Fund's investments. Unexpected volatility or illiquidity could impair the Sub-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.

## NO CONTROL OVER PORTFOLIO ISSUERS

The Sub-Fund may from time to time acquire substantial positions in the securities of particular companies. Nevertheless, the Sub-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 Sub-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. As a result of subsequent losses or redemptions, the Sub-Fund may not have sufficient funds to diversify its investments to the extent desired or currently contemplated by the Investment Adviser. The degree of the market risk to which the Sub-Fund is exposed will be inversely proportional to the degree to which the Sub-Fund's Assets is diversified.

## ILLIQUID INVESTMENTS

The investments of the Sub-Fund may not be always liquid assets and the Sub-Fund may not be able to sell them when it desire to do so or to realize what they perceive to be their fair value in the event of a sale. Moreover, securities in which the Sub-Fund may invest include those that are not listed on a stock exchange or traded in an over-the-counter market. As a result of the absence of a public trading market for these securities, they may be less liquid than publicly traded securities. The Sub-Fund may encounter substantial delays in attempting to sell non-publicly traded securities. Although these securities may be resold in privately negotiated transactions, the prices realized from these sales could be less than those originally paid by the Sub-Fund. Further, companies whose securities are not publicly traded are not subject to the disclosure and other investor protection requirements which would be applicable if their securities were publicly traded.

## LOW CREDIT QUALITY SECURITIES

There is no minimum credit standard which is a prerequisite to the Sub-Fund's acquisition of any securities, and the debt securities in which the Sub-Fund is permitted to invest will be less than investment grade and may be considered to be "junk bonds". Securities in which the Sub-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 Sub-Fund may invest in securities which are not protected by financial covenants or limitations on additional indebtedness.

## OPTIONS & OTHER DERIVATIVES

The Sub-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 Sub-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 Sub-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 Sub-Fund may enter into. When the Sub-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 Sub-Fund's investment in the option (including commissions). The Sub-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 Sub-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 Sub-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 Sub-Fund might suffer as a result of owning the security.

The Sub-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 Sub-Fund of options on stock indices is subject to an 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 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 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 Advisor, 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 Sub-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 Sub-Fund may be exposed to certain additional risks should the Investment Adviser use derivatives as a means to synthetically implement the Sub-Fund's investment strategies. If the Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-Fund seek to participate in a collective investment vehicle or other similar fund asset through the use of such synthetic derivative instruments, the Sub-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 Sub-Fund will not participate in matters submitted to a vote of the shareholders. In addition, the Sub-Fund may not receive all of the information and reports to shareholders that the Sub-Fund would receive with a direct investment in such collective investment vehicle. Further, the Sub-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 Sub-Fund.

Derivative instruments generally have counterparty risk, i.e., the risk that the counterparty fails to fulfill 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 Sub-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 Sub-Fund to provide collateral to secure its performance obligations under a contract.

## COMMODITY AND FINANCIAL FUTURES

The Sub-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 Sub-Fund will be aggregated for the purpose of determining compliance with position limits. It is possible that positions held by the Sub-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 Sub-Fun.

The investment policies of the 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 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 Fund. On execution of an option, a Fund may pay a premium to 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.

## INVESTMENT IN PHYSICAL GOLD, SILVER AND OTHER PRECIOUS METALS

The Sub-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: (i) global and regional political, economical 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, silver and precious metals supply and demand, which is influenced by such factors as mine production and net forward selling activities by producers, central bank purchases and sales, jewelry demand and the supply of recycled jewelry, net investment demand and industrial demand; (iv) interest rates and currency exchange rates, particularly the strength of and confidence in the EURO and the US\$; (v) investment and trading activities of hedge funds, commodity funds and other speculators.

The value of shares of the Class A (Gold), Class A (Silver), Class B (Gold) and Class B (Silver) will be directly affected by movements in the US Dollar price of gold and silver respectively. This means that during times when a full hedge is implemented a 5% increase in the USD gold/silver price will result in a 5% increase in the Net Asset Value (NAV) of Class A (Gold), Class A (Silver), Class B (Gold) and Class B (Silver) Shares; conversely, a 5% decrease in the USD gold/silver price will result in a 5% decrease in NAV.

**NO GUARANTEE CAN BE GIVEN THAT THE TOTAL INVESTMENT PROCEEDS OF THE CLASS A (GOLD), CLASS A (SILVER), CLASS B (GOLD) AND CLASS B (SILVER) SHARES ARE ALWAYS FULLY HEDGED TO THE GOLD OR SILVER PRICE.**

## SHORT-SELLING

The Sub-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 Sub-Fund engages in short sales will depend upon the Sub-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 Sub-Fund of buying those securities to

cover the short position. There can be no assurance that the Sub-Fund will be able to maintain the ability to borrow securities sold short. In such cases, the Sub-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 Sub-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 Sub-Fund incurring losses with respect to such investments.

## CURRENCY EXCHANGE SPECULATION

The Sub-Fund may engage in currency exchange rate speculation. Exchange rates among countries have been highly volatile in recent years. The combination of volatility and leverage gives rise to the possibility of large profit and large loss. In addition, there is counterparty risk since currency trading is done on a principal to principal basis.

## LEVERAGING BY FUND

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

While leverage presents opportunities for increasing a Sub-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 Sub-Fund would be magnified to the extent the Sub-Fund is leveraged. The cumulative effect of the use of leverage by the Sub-Fund in a market that moves adversely to the Sub-Fund's investments could result in a substantial loss to the Sub-Fund, which would be greater than if the Sub-Fund were not leveraged.

In general, the anticipated use of short-term margin borrowings results in certain additional risks to the Sub-Fund. For example, should the securities pledged to brokers to secure the Sub-Fund's margin accounts decline in value, the Sub-Fund could be subject to a "margin call," pursuant to which the Sub-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 Sub-Fund's assets, the Sub-Fund might not be able to liquidate assets quickly enough to satisfy their margin requirements.

The Sub-Fund may enter into repurchase and reverse repurchase agreements. When the Sub-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 Sub-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 Sub-Fund, plus interest at a negotiated rate. The use of repurchase and reverse repurchase agreements by the Sub-Fund involves certain risks. For example, if the seller of securities to the Sub-Fund under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Sub-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 Sub-Fund's ability to dispose of the underlying securities may be restricted. It is possible, in a bankruptcy or liquidation scenario, that Sub-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 Sub-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 Sub-Fund to leverage its portfolio will be extended by securities brokers and dealers in the marketplace in which the underlying fund invests. While the Sub-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 Sub-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 Sub-Fund. Because the Sub-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 Sub-Fund's portfolio at distressed prices could result in significant losses to the Sub-Fund.

#### LENDING PORTFOLIO SECURITIES

The Sub-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 Sub-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 Sub-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 Sub-Fund may pursue borrowing as an investment policy in respect of their respective assets and the Sub-Fund are authorized to borrow in order to purchase securities or debt instruments or to fund redemption requests. There are no restrictions on the Sub-Fund's borrowing capacity other than limitations imposed by any lender. In the event of a loan being made to the Sub-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 Sub-Fund.

#### CURRENCY EXCHANGE RISK EXPOSURE

The 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 favorably or unfavorably by fluctuations in exchange currencies, notwithstanding any efforts made to hedge such fluctuations. In addition, prospective investors whose assets and liabilities are primarily denominated in currencies other than the currency of investment should take into account the potential risk of loss arising from fluctuations in the rate of exchange between the currency of investment and such other currency.

#### POTENTIAL FAILURE OF FUTURES COMMISSION MERCHANTS

Under the United States Commodity Exchange Act (the "**Commodity Exchange Act**"), futures commission merchants are required to maintain customers' assets in a segregated account. To the extent that the Sub-Fund engage in futures and options contract trading and the futures commission merchants with whom the Sub-Fund maintain accounts fail to so segregate the assets of the respective Fund, that Fund 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 Fund might be able to recover, even in respect of property specifically traceable to the Fund, 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 Sub-Fund may not be afforded certain of the protective measures provided by U.S. laws and regulations. Although the Fund will attempt to minimize its risk in this area, there is no action that the Fund can take that is completely risk-free.

#### BROKERAGE COMMISSIONS AND TRANSACTION COSTS

In selecting brokers or counterparties to effect portfolio transactions, the Sub-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 Sub-Fund may pay an amount greater than that charged by another entity.



## 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 Sub-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 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 Fund, the European or global economy and the global securities markets.

## 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 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 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.

#### NO OPERATING HISTORY AND DEPENDENCE ON MANAGEMENT

The Sub-Fund has no operating history. There can be no assurance that the Sub-Fund will achieve its investment objective. The past performance of the Investment Adviser may not be indicative of the future performance of the Sub-Fund. Although the overall supervision of the Sub-Fund is vested in the Board of Directors of the Fund, the Sub-Fund's investment performance could be materially affected if certain key people were to die, become ill or disabled or otherwise cease to be involved in the active management of the Sub-Fund.

#### RELIANCE ON KEY INDIVIDUALS

The success of the Sub-Fund is dependent on the expertise of the Investment Adviser. The loss of one or more individuals could have a material adverse effect on the performance of the Sub-Fund. In addition, one or more of the Sub-Fund assets may be managed by only one or several key individuals. The loss of one or more key individuals could have a material adverse effect on such Sub-Fund assets.

#### 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 Sub-Fund 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

The Sub-Fund will rely on the Investment Adviser in formulating its investment strategies. 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 Sub-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 Sub-Fund's business.

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

#### RELIANCE ON COMPUTER PROGRAMS

The Sub-fund strategies and trading systems make 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. 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 Sub-Fund.

## **Fund Risks**

### **DIVIDENDS AND DISTRIBUTIONS**

The Sub-Fund does not intend to pay dividends or other distributions, but intends instead to reinvest substantially all of the Sub-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 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 Sub-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 Sub-Fund's Net Asset Value and thus in its equity base, could make it more difficult for the Sub-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 is 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.

### **FEES AND EXPENSES**

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

### **HEDGING**

There can be no assurance that any hedging transactions, if any, will achieve their objective. In addition, the Sub-Fund may concentrate its hedging activities with one counterparty and the Sub-Fund is subject to the risk that the counterparty may fail to fulfill its obligations under a contract. To the extent that the counterparty fails to fulfill its obligations, the Sub-Fund's performance could be negatively impacted.

#### 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 now 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.

#### 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 Sub-Fund's specialized investment program.

#### POSSIBLE INDEMNIFICATION OBLIGATIONS

The 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, willful default or fraud.

#### CONFLICTS OF INTEREST

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

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 further the business affairs

and activities of the Sub-Funds.

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

KPMG, Cayman Islands, has been appointed auditors to the Fund and will conduct their audits in accordance with auditing standards generally accepted in the United States of America. 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 willful or intentional neglect or misconduct, or fraudulent behavior. 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 willful default on the part of the Fund, its directors, employees or agents.

**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**

Applications to purchase Shares should be made by completing the Subscription Agreement as in Appendix I and sending such Subscription Agreement to the Administrator in accordance with the instructions set forth therein.

### **Issue**

The Initial Offer Period for Class B (EUR), Class B (USD), Class B (Gold) and Class B (Silver) starts on or around 20 January 2014 and ends on such date as the Directors may determine in their sole discretion.

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. Subscriptions agreements and subscription monies should be received no later than 4:00 p.m. (Cayman Islands Time) at least one (1) Business Day prior to the applicable Subscription Date. Applications received after such time will be dealt with on the next following Subscription Date. 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 can be made by wire transfer only.

The minimum initial subscription amounts and the minimum subsequent subscription amounts are as follows:

Share Class:	Minimum Initial Investment Amount	Minimum Subsequent Investment Amount
Class A (EUR) Shares	EUR 10,000	EUR 5,000
Class A (USD) Shares	USD 10,000	USD 5,000
Class A (Gold) Shares	USD 10,000	USD 5,000
Class A (Silver) Shares	USD 10,000	USD 5,000
Class B (EUR) Shares	EUR 10,000	EUR 5,000
Class B (USD) Shares	USD 10,000	USD 5,000
Class B (Gold) Shares	USD 10,000	USD 5,000
Class B (Silver) Shares	USD 10,000	USD 5,000

The minimum investment and holding amounts set forth in this Offering Memorandum may be waived, reduced or adjusted by the Directors from time to time, in their sole discretion, to account for currency alterations or similar changes.

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 (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 which are not received by the Investment Adviser or the Administrator due to failed transmission 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 sent by facsimile due to failed transmission thereof.

### **Subscription Charge**

The Fund shall deduct a Subscription Charge of 4.5% 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**

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 (normally the first Business Day in each calendar month) with at least three (3) Business Days' prior written notice to the Administrator in the form attached hereto as Appendix 2. The form will be accepted by fax, however the original should be sent 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 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 initial minimum subscription amount (minimum holding amount) or such other minimum as the Directors may determine, at the option of the Directors, the Shareholder's request may be rejected or the whole of his holding redeemed.

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 U.S. Person (except for Permitted U.S. Persons). 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 no 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 possible. The Fund may pro-rate all redemption requests on any Redemption Date to limit total redemptions to 10% of the Shares in issue on the relevant Redemption Date. Any outstanding redemption requests will be carried forward to the next following Valuation Date where they will be dealt with prior to any subsequent requests.

Redemption payments will be made in € for Class A (EUR) and Class B (EUR) Shares and in US\$ for Class A (USD), Class A (Gold), Class A (Silver), Class B (USD), Class B (Gold) and Class B (Silver) Shares. Any amount payable to a Shareholder in connection with requests for redemption will be paid 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.

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 MIGHT REDEEM HIS SHARES MAY 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 Shares are redeemed on any Redemption Date whether voluntarily by Shareholders of the Fund or compulsorily by the Fund, a Redemption Fee shall be payable in respect of such redemption which the Fund will pay to the Investment Adviser. The Redemption Fees are as follows:

- (i) where a redemption is made less than twelve (12) months from the relevant Subscription Date of the Shares being redeemed, the Redemption Fee shall be 2% of the Net Asset Value of the Shares being redeemed; and

- (ii) where a redemption is made twelve (12) months or more from the relevant Subscription Date of the Shares being redeemed, no Redemption Fee shall be payable.

The Redemption Fee set forth in this Offering Memorandum may be waived, reduced or adjusted by the Directors from time to time, in their sole discretion.

### **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 (as defined under the heading "Definitions" above) 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 resident of the Cayman Islands; or
3. the Shareholder is offering, or will offer, any Shares owned by him to a U.S. person or resident 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; or

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**

The Shares are not transferable where to do so would be a breach of applicable securities law.

## REGULATORY MATTERS

### **Cayman Islands Mutual Funds Law**

The Fund falls within the definition of a “mutual fund” in terms of the Mutual Funds Law (2009 Revision) of the Cayman Islands (the “**MF Law**”) and accordingly is regulated in terms of the MF Law. However, the Fund is not required to be licensed or to employ a licensed mutual fund administrator to provide a principal office in the Cayman Islands since the minimum interest purchasable by a prospective investor in the Fund is equal to or exceeds CI\$80,000 (approximately US\$100,000) or its equivalent in any other currency. Accordingly the obligations of the Fund are: (a) to register the 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 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 (2010 Revision) 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 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 the U.S. Patriot Act and other applicable U.S. and non-U.S. 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 favor 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 honor 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 Gisèle Verheyden and Superfund Luxembourg S.A. represented by Jorge Fernandes, whose biographies appear below.

#### Gisele Verheyden

Gisèle Verheyden is a legal Adviser and is also a director to various entities within the Superfund group of investment companies.

In 2004 Ms. Verheyden joined Superfund Group Monaco S.A.M., where she acted as legal counsel until 2010.

Gisèle Verheyden was previously Head of Marketing and Associate Director for UBS Bank in Monaco where she worked for 3 years, being responsible for communication and business development. From 1995 until 1999, she worked for the European version of the NASDAQ Stock Exchange (EASDAQ S.A.) as legal Adviser, being responsible for obtaining recognition as a regulated market in the European Community, followed by the positions of Vice President and Senior Vice President, when she was in charge of business development of the stock exchange in Europe. Ms. Verheyden started her financial career in 1992 as Executive Assistant for Conquest Finance, a Belgian brokerage and investment company, where she was responsible for the legal and compliance department. Gisèle Verheyden graduated from the University of Gent in Belgium with a Law Degree in 1989.

#### Superfund Luxembourg S.A.

Superfund Luxembourg S.A. is a “société anonyme” established under Luxembourg Law and has been incorporated on the 24<sup>th</sup> November 2005. It is represented by Mr. Jorge Fernandes, director, in its function as Director of the Fund.

Jorge Fernandes joined the Superfund group of investment companies in 2005, where he is responsible for the Fund Administration and participates to the product development of the Superfund group of investment companies. From 2000 up to 2005, Mr. Fernandes was responsible for the Investment Funds Department, including fund accounting, transfer and registrar agency, legal and compliance, within Banque Colbert (Luxembourg) S.A. whose activities were transferred to CACEIS Bank Luxembourg. Before that, Mr. Fernandes worked with Unico Financial Services S.A. for 10 years in various areas from fund accounting to client relationship management. Mr. Fernandes is also a Director of various investment funds including Superfund Sicav, Luxembourg and other Cayman Funds promoted by the Superfund group of investment companies.

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, willful default or dishonesty of the Directors.

Except in respect of loss or damage caused by the Directors' fraud, willful 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") (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 General Partner 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' notice.

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 in the absence of fraud, willful default or gross negligence by the Investment Adviser, its servants, agents or delegates, neither the Investment Adviser nor its affiliates shall be liable for any loss or damage which the Fund may sustain or suffer as a result or in the course of discharge by the Investment Adviser of its duties hereunder, and shall be indemnified by the Sub-Fund for all losses, liabilities, expenses, obligations, damages, penalties, actions, judgments, suits, costs or disbursements incurred by it in performing its obligations. For the avoidance of doubt, where there is fraud, willful default or gross negligence committed by the Investment Adviser, its servants, agents or delegates, the Investment Adviser shall be liable for any act or omission of the Investment Adviser and those of its servants, agents or delegates.

## **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**

UBS Fund Services (Cayman) Ltd. (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 UBS House, 227 Elgin Avenue, P.O. Box 852, Grand Cayman KY1-1103, Cayman Islands. UBS Fund Services (Cayman) Ltd. is a wholly owned subsidiary of UBS AG, was incorporated in the Cayman Islands in 1972 and is a holder of a class ‘A’ Banking and Trust License as well as an unrestricted Mutual Fund Administrator’s License.

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 willful 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 90 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 are responsible for monitoring of 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 the Cayman Islands.

### **Registered Office, Principal Office and Secretary**

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

### **Brokers**

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.

The Sub-Funds will pay to the clearing brokers a base brokerage commission of approximately US\$3.40 per round turn futures transaction (i.e., purchase and sale or sale and purchase) including give up fees and pit brokerage fees (if any), but not including third party transaction costs such as NFA fees, exchange fees and/or taxes (if any). Daily fluctuations in foreign currency exchange rates may cause actual commissions charged for trades cleared on certain non

US exchanges to vary from US\$3.40. The clearing brokers may pay a portion of such commissions to one or more introducing and/or executing brokers which may be affiliated with the Investment Adviser.

For foreign currency over-the-counter spot and forward transactions ("FOREX"), there may be trading and/or market expenses or commissions which are charged and paid by the Fund, on behalf of the Sub-Fund, to entities affiliated with the Investment Adviser or the principals thereof, including without limitation to Superfund Asset Management Inc. and Superfund Brokerage Services Inc. as introducing and/or executing brokers for their respective roles in looking after the orders of the Investment Adviser. This also applies in such cases when the issue is not a transaction with a standardized contract size and is not traded on a regulated contract market. Superfund Asset Management Inc. and Superfund Brokerage Services Inc. are a part of the globally operating Superfund group of independent investment companies.

Amounts as described below may be debited from the assets of the Sub-Fund (as the case may be) and paid in proportional amounts to the affiliated introducing brokers as follows:

When entering into FOREX contracts with an equivalent value of US\$100,000, and for winding up such FOREX contracts (purchases and sales of FOREX contracts), the Sub-Fund shall be charged a brokerage expense of approximately US\$3.40. If the usual market conditions for such fee should thereby change, or if the usual market price for such a transaction lies below this amount, the relevant sub-fund will nonetheless pay brokerage expenses in the amount of approximately US\$3.40 per FOREX contract with a contractual value of US\$100,000.

The brokerage commissions or expenses specified above are variable and will experience fluctuations depending on such factors as the currency being traded and variations in exchange rates. The actual amount of the brokerage, execution and transaction fees paid will be stated in the Sub-Fund's annual report.

## CHARGES AND EXPENSES

### Investment Adviser's Management Fee

Under the terms of the Investment Advisory Agreement, the Investment Adviser will be entitled to receive a management fee (“**Management Fee**”) payable monthly, out of the assets attributable to the Segregated Portfolio, equal to 3% of the Net Asset Value of the Segregated Portfolio. The Management Fee shall be calculated after any adjustments related to the profits, losses and expenses of hedging transactions, if any. The Management Fee for Side Pocket Investment Shares is described in “Side Pocket Investments”.

### Investment Adviser's Performance Fee

The Fund will also pay the Investment Adviser, out of the assets attributable to each Segregated Portfolio, a performance fee (“**Performance Fee**”) equal to 25% of the increase of the Net asset Value of each Class of Shares as at each Valuation Date above the High Watermark (as defined in "High Watermark"). The Performance Fee is calculated after all other fees and expenses are paid. The Performance Fee for Side Pocket Investment Shares is described in “Side Pocket Investments”.

With respect to the Class A (Gold) and Class B (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 investment, 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 Class A (Silver) and Class B (Silver) Shares, both the Net Asset Value per Share and each "High Watermark" of the Shares shall be calculated in both USD 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 USD declines during a period in which the Investment Adviser achieves new trading profits with all of its other investments, the USD value per Share on which the Performance Fee is paid out may be below a previously-achieved USD value per Share. This method of calculating the Performance Fee ensures that any Net Asset Value per Share increase in USD is solely due to a rising silver price will not be charged a performance Fee.

If a payment is made in respect of a redemption of any portion of the Shares, the amount of Performance Fee earned and accrued with respect to such redeemed Shares shall be paid to the Investment Adviser at the time of such redemption and the High Watermark Amount for the next succeeding calculation date of the Performance Fee shall be adjusted by subtracting an amount equal to the High Watermark Amount applicable to the Shares being redeemed. If any payment or recognition (other than the payment of fees or other costs or expenses chargeable to the Fund) is made in respect of a dividend or otherwise from the assets of the Fund without payment of the



Performance Fee, the High Watermark Amount for the next succeeding date for calculation of the Performance Fee with respect to such Shares shall be modified by being multiplied by a fraction the numerator of which is the Net Asset Value immediately after such event and the denominator of which is the Net Asset Value of the such Shares immediately before such event.

The Management and Performance Fees shall be calculated separately for each Class of Shares of the Sub-Fund.

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**

The Distributor will charge the Sub-Fund a distribution fee equal to 1.8% (the "**Distribution Fee**"). 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 4.5% 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.

### **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.

### **Initial Expenses**

The Fund shall pay for all of the initial and organisational expenses relating to the Shares. The organisational and initial offering expenses of the Fund may, at the Directors' option, be amortised over a period of 60 months, notwithstanding their treatment under generally accepted accounting principles, and as a result, the Fund may not receive an unqualified opinion from its independent auditors. The Fund's accounting shall be performed in accordance with generally accepted accounting principles as applied in the United States of America, except as otherwise determined by the Directors.

### **General Expenses**

Other than the organisational expenses set forth above, 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, Superfund Luxembourg S.A. and its representative serving as director of the Fund are affiliated with 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 Fund assets. 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. The reporting currency of the Fund will be EURO in respect of Class A (EUR) Shares and US Dollars in respect of Class A (USD), Class A (Gold) and Class A (Silver) Shares.

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 Administrator at:

UBS Fund Services (Cayman) Ltd.  
UBS House, 227 Elgin Avenue  
P.O. Box 852  
Grand Cayman KY1-1103  
Cayman Islands  
Telephone: +1 345 914 1000  
Facsimile: +1 345 914 4060  
Email: OL-AFS-SM-SUPERFUND @ubs.com

## **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 applied for and expects to receive from the Governor-in-Council of the Cayman Islands an undertaking under section 6 of the Tax Concessions Law (1999 Revision) 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 (1999 Revision).

### **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 (2007 Revision) 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.

## 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, willful misconduct or gross negligence.

Values of assets expressed in a currency other than U.S. Dollars will be converted into U.S. Dollars at the latest available exchange rate.

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:

- (a) during which any stock exchange, commodities exchange, futures exchange or over-the-counter market on which any significant portion of the investments of the Fund is listed,

- quoted, traded or dealt in is closed (other than customary weekend and holiday closing) or trading on any stock exchange or market is restricted or suspended; or
- (b) when circumstances exist as a result of which in the opinion of the Directors on its behalf, it is not reasonably practicable for the Fund to dispose of investments or as a result of which any such disposal would be materially prejudicial to Shareholders; or
  - (c) when a breakdown occurs in any of the means normally employed in ascertaining the value of investments or when for any other reason the value of any of the investments or other assets of the Fund cannot in the opinion of the Directors on its behalf, reasonably or fairly be ascertained; or
  - (d) during which the redemption or realisation of the Fund's investments or the transfer of funds involved in such redemption or realisation cannot in the opinion of the Directors on its behalf, be effected at normal prices or normal rates of exchange.

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

The Net Asset Value will be calculated to two (2) decimal places.

## SHARE CAPITAL AND RIGHTS

The authorised share capital of the Fund is US\$50,000 divided into 100 management voting shares of a nominal or par value US\$0.01 each (“**Management Shares**”) and 4,999,900 participating non-voting shares of a nominal or par value US\$0.01 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 favor or in which he is acquitted except such (if any) as he shall incur or sustain by or through his own fraud, willful 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, willful 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.

