Magnetar

Magnetar Investor Portal

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You may contact Magnetar at the address provided with questions about the terms and conditions of this User Agreement.

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Before making an investment decision with respect to the Fund or an Account, investors are advised to carefully review, in the case of a Fund, the appropriate confidential offering documents including the related subscription documents and to review the risk factors described therein, in the case of an Account an executed investment management agreement and the Manager's Form ADV Part 2 and all relevant account documentation, and in either case to consult with their tax, financial, investment and legal advisors. These documents may contain a summary of the purposes of the Funds and their proposed business terms and methods, and certain terms of Accounts, which are subject to future amendment or modification. Material terms are subject to change prior to the establishment of the Funds or Accounts. Any description of such private investment funds, such as terms or investment activities, contained herein reflect only the Manager's current expectations, which could vary materially from the actual terms and investment activities. These materials and the presentations of which they are a part, and the summaries contained herein, do not purport to be complete, and are qualified in their entirety by reference to the more detailed discussion contained in the definitive confidential offering documents, the Manager's Form ADV Part 2, or Fund or Account documentation, as applicable.

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4. Your Representations and Warranties

You represent and warrant as follows:

- that you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to this User Agreement;
- that you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of this User Agreement;
- and that you will not delete any Content from the Site.

5. Third Party Links

Magnetar is not responsible for information on any third party website that may be referenced in, or accessible or connected by hyperlink to, the Site.

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6. No Warranty

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8. Breach and Indemnification

You will be responsible for any liability to Magnetar that arises out of your breach of this User Agreement or your use of the Site, which will be deemed to include without limitation any such breach or use by any person acting either on your behalf, with your permission, or under your control.

You agree to indemnify, defend and hold harmless Magnetar, its affiliates, their respective, officers, directors, members, principals, agents, employees, and third party sources from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) that arise from or relate to: (i) your use of the Site; (ii) your breach of this User Agreement or any representation, warranty or covenant made by you in this User Agreement; (iii) your violation of any applicable law,

statute, ordinance, regulation or of any third party's rights, or (iv) claims asserted by third parties which, if proven, would place you in breach of representations, warranties, covenants or other provisions contained in this User Agreement.

9. Updates to the Site and Modifications to the User Agreement

You acknowledge that Magnetar may update the Site and its Contents, and may modify the terms of this User Agreement at any time and without notice to you. Modifications will be effective immediately upon posting unless we indicate otherwise. You agree to review periodically the terms of this User Agreement.

By entering the Site you agree to and fully accept this User Agreement in its then current form each time you enter the Site.

10. General

This User Agreement shall be governed by and construed under the laws of the State of Illinois, without regard to its choice of law rules. Any legal action brought hereunder shall be brought exclusively in state or federal courts located in Chicago, Illinois, and it is agreed that such courts shall have jurisdiction over the parties to this User Agreement and any dispute arising hereunder.

Magnetar may monitor and record activity on the Site and respond as we deem appropriate.

If any provision of this User Agreement is held to be invalid or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary so that such provision shall no longer be held to be invalid or unenforceable, and this User Agreement shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question. Any such modification, invalidity or unenforceability shall be strictly limited both to such provision and to such jurisdiction.

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1 Magnetar's Form ADV may be accessed at:
http://www.adviserinfo.sec.gov/IAPD/Content/Search/iapd_Search.aspx