

Longaeva User Agreement

By accessing or using the Longaeva Partners L.P. internet website web site (the "Site") you hereby accept and agree to comply with the terms and conditions set forth in the following user agreement (this "User Agreement"), and you shall be considered a "User."

Longaeva Partners and Longaeva Capital Partners is a trademark of and solely owned by Balyasny Asset Management L.P, under U.S. Trademark Application Serial No.'s 98722484 and 98712359 respectfully.

This User Agreement is entered into by and between you, and Longaeva Partners L.P. and all current and future affiliates of Longaeva Partners L.P. (collectively referred to as "Longaeva"), and governs your access and use of the Site and the products and services available on and via the Site.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITE. YOUR USE OF THE SITE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THIS USER AGREEMENT IN ITS THEN-CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED HEREIN, DO NOT USE THE SITE.

1. General Provisions. Longaeva hereby grants you a fully revocable, nontransferable, nonexclusive right to use the Site solely in accordance with this User Agreement. The foregoing license has been granted to you subject to your agreement to abide by this User Agreement as well as any other rules, procedures, policies, terms or conditions governing the Site that may be displayed from time to time on the Site or otherwise provided to you by Longaeva and to which Users will be bound. The information accessible on and via the Site is the property of Longaeva and/or third parties, is not the property of any User, and is protected by copyright and other intellectual property and proprietary rights. Without limiting the foregoing or expanding any of your rights hereunder, you agree that you will not publish, broadcast, retransmit, reproduce, commercially exploit, create any derivative of or otherwise disseminate or disclose to any person such information contained on the Site or any portion of the Site. You may not use the Site to transmit, distribute or store material (a) in violation of any applicable law or regulation, (b) in a manner that Longaeva determines may infringe the copyright, trademark, trade secret or other intellectual property right of another or violate the privacy, publicity or other personal right of another, or (c) that is considered by Longaeva, in its sole discretion, to be defamatory, obscene, threatening, abusive or hateful. You are prohibited from violating or attempting to violate the security of the Site. The material contained on this site is believed to be accurate at the time it was posted, but is provided to users "As Is" without any express or implied warranty as to availability, reliability,

merchantability, non-infringement, accuracy, completeness, timeliness, fitness for a particular purpose or otherwise.

2. Passwords and Security. You may not access any password-protected portion of the Site unless you received a password from and are authorized by Longaeva. You are solely responsible for any use of or action taken under your password on the Site. You are solely responsible for maintaining the confidentiality and security of your password, and you hereby agree not to disclose your password to any third party (other than your qualified legal, tax or financial advisor). You accept full responsibility for all activity conducted through your account and agree to and hereby release Longaeva from any and all liability concerning such activity. You agree to notify Longaeva immediately of any actual or suspected loss, theft or unauthorized use of your password. Longaeva has no obligation to inquire as to the authority or propriety of any use of or action taken under your password and will not be responsible for any loss to you arising from any such use or action or from your failure to comply with the above. Longaeva will take reasonable security precautions when using the Internet, telephone or other means to transport data or other communications, but expressly disclaims any and all liability for the accessing of any such data or communications by unauthorized persons or entities.

3. Investigation and Disclosure of Information. Longaeva has the right, but not the obligation, to monitor any activity and content associated with the Site. Longaeva may investigate any complaint or reported violation of its policies and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspending or terminating your use of all or any portion of the Site and denying you access to all or any portion of the Site. Longaeva also reserves the right to report any activity that it suspects may violate any law or regulation to appropriate law enforcement officials, regulators, or other persons or entities. In order to cooperate with governmental requests, to protect Longaeva's systems and Users, to ensure the integrity and operation of the Site, business or systems, or otherwise to comply with the law and legal process, Longaeva may access and disclose any information, including information regarding a User, it considers necessary or appropriate.

4. Ownership. The Site, its content and any and all intellectual property rights pertaining thereto (including but not limited to copyrights, patents, trademarks and service marks) are owned by Longaeva or third parties, and all right, title and interest therein and thereto shall remain the property of Longaeva and/or its licensors, successors or other third parties and shall not be considered the property of any User. You agree not to remove any copyright, trademark or other proprietary notice or legend contained on the Site or its content (or printed copies thereof). Longaeva and other names and indicia of Longaeva's products and/or services referenced herein are exclusive trademarks and service marks of Longaeva. Other product and

company names, trademarks and service marks appearing in the Site are the intellectual property of their respective owners.

5. Termination. Longaeva reserves the right to reject your registration or suspend or terminate your access to and use of all or any portion of the Site at any time and for any reason, in its sole discretion. In the event your use of the Site is suspended or terminated, the User Agreement will continue to apply to your past use of the Site in the form in which it then existed at the time of the subject use. Termination of your access to and use of the Site shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have to Longaeva.

6. No Advice, Offers or Solicitations. You acknowledge that the information contained on the Site is not and should not be construed as legal, tax, accounting or investment advice (including any advice concerning the suitability or profitability of any security or investment). You acknowledge that the information contained on the Site (unless explicitly stated otherwise) is not and should not be construed as an offer or solicitation of any kind to buy or sell any securities or other financial instruments. Any such offer can and will only be made by means of a Private Placement Memorandum of each such investment fund and only to investors that meet the investor suitability and sophistication requirements of each such investment fund, including qualifying as accredited investors within the meaning of the Securities Act of 1933, as amended. USERS SHOULD CONSULT WITH, AND SEEK PROFESSIONAL ADVICE FROM, THEIR OWN ATTORNEYS, ACCOUNTANTS AND FINANCIAL ADVISORS WITH RESPECT TO THEIR INDIVIDUAL CIRCUMSTANCES AND NEEDS.

7. No Recommendations of Individual Securities. You acknowledge that the information contained on the Site is not and should not be construed as advice or recommendations regarding individual securities including advice or recommendations concerning the suitability of, and investment strategies for, individual securities. Research, analysis, news and other information made available electronically do not constitute individualized recommendations to buy, sell or otherwise invest in a particular security. You are solely responsible for determining the nature, value and suitability of individual securities and you alone bear the risk of all transactions entered through your account.

8. Performance. Past performance is no indication of future performance, and nothing on the Site should be interpreted to state or imply otherwise. There can be no assurances that investors will have returns on invested capital similar to the returns presented because of, among other reasons, differences in economic

conditions, regulatory climate, portfolio size, leverage, expenses and structure, as well as investment policies and techniques.

An investment in the funds managed by Longaeva is speculative and involves a high degree of risk. Longaeva will employ certain trading techniques, such as short selling and the use of leverage, which may increase the risk of investment loss. As a result, performance may be volatile, and an investor could lose all or a substantial amount of his or her investment. Further, the funds managed by Longaeva have substantial limitations on an investor's ability to redeem or transfer their shares, and there is no secondary market for an interest in the funds and none is expected to develop. Finally, the funds' fees and expenses may offset trading profits. These risks and other important risks are described in detail in the relevant Confidential Private Offering Memorandum available to you for each of the funds. Prospective investors are strongly urged to review the relevant Confidential Private Offering Memorandum carefully, and consult with their own financial, legal and tax advisors before making an investment in the funds.

Certain of the performance information presented is estimated, unaudited and is subject to adjustment.

9. Disclaimer of Warranties. THE SITE AND ALL INFORMATION AVAILABLE ON OR VIA THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES CONCERNING THE AVAILABILITY, RELIABILITY, ACCURACY, COMPLETENESS, TIMELINESS OR SEQUENCING OF THE SITE OR THE INFORMATION, PRODUCTS OR SERVICES AVAILABLE ON OR VIA THE SITE; AND (2) ANY WARRANTIES OF TITLE OR EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY ASSET, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION.

10. Limitation of Liability. IN NO EVENT SHALL Longaeva OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS OR EMPLOYEES (COLLECTIVELY, "COVERED PERSONS") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS USER AGREEMENT, THE SITE, THE INABILITY TO USE THE SITE OR ANY PRODUCTS, SERVICES OR INFORMATION

PURCHASED, OBTAINED OR STORED IN OR FROM THE SITE, OR TRANSACTIONS ENTERED INTO VIA THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF Longaeva OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL THE LIABILITY OF ANY COVERED PERSON IN ANY CIRCUMSTANCE EXCEED \$100. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, THESE LIMITATIONS ALSO APPLY TO ANY THIRD PARTY CLAIMS AGAINST USERS.

11. Indemnity. You agree to indemnify, defend and hold harmless each Covered Person from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from or relating to (i) your use of the Site; (ii) your breach of this User Agreement or any representation, warranty or covenant made by you herein; (iii) your violation of any applicable law, statute, ordinance, regulation or any third party's rights or (iv) your infringement of any third party's intellectual property rights. This obligation survives the termination of this User Agreement.

12. Modifications. Longaeva may modify the terms of this User Agreement or any of the policies or guidelines governing the Site, at any time and in its sole discretion, by posting the modified User Agreement on the Site. Longaeva will not be required to provide notice of any such modification directly to you. The modifications shall be effective upon such posting (unless some other date is specified in the posting, in which case that date shall be deemed the effective date for the modifications). You agree to review this User Agreement periodically so that you are aware of any modifications. Your use of the Site indicates your full acceptance of the User Agreement in its then-current each time you use the Site. You agree that the notice and modification provisions provided in this User Agreement are reasonable. You may not modify the terms of this User Agreement or any of the policies or guidelines governing the Site without Longaeva's express prior written consent.

13. Privacy. Information that we gather from you via your use of the Site is governed by our Privacy Policy.

14. Applicable Law. This User Agreement and all terms and conditions included or incorporated by reference herein shall be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein. You hereby consent to the exclusive jurisdiction of the Southern District of New York or any New York State Court located in the Borough of Manhattan, New York, in all disputes arising from or relating to this User Agreement or your access to or use of the Site. You hereby waive any objection to venue or inconvenient forum laid therein.

Longaeva makes no claim that the Site may be lawfully viewed or downloaded outside of the United States. Access to the materials may not be legal by certain persons or in certain countries. If you access the Site from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

15. Entire Agreement. This User Agreement (including the Privacy Policy), as modified from time to time, constitutes the entire agreement between you and Longaeva with respect to the subject matter hereof. This User Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof.

16. Joint Venture. Nothing in this User Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between you and Longaeva. Neither party is authorized to act as agent or bind the other party except as expressly stated in this User Agreement.

17. Assignability. This User Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Longaeva may assign this User Agreement in whole or in part at any time without your consent. You may not assign this User Agreement or delegate any of your obligations hereunder. Any purported assignment of this User Agreement in violation of its terms shall be void.

18. Notice to Longaeva. Any notice to Longaeva that is required or permitted by this User Agreement shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to legal@bamfunds.com or when delivered in person or mailed by first class, registered or certified mail, postage prepaid, to Legal Counsel at Longaeva Partners L.P c/o Balyasny Asset Management L.P., 444 W. Lake Street, 50th Floor, Chicago, IL 60606.

19. No Waiver of Rights. Failure of either party to enforce any of its rights under this User Agreement will not act as a waiver of such rights.

20. Enforceability. If any portion of any provision of this User Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of this User Agreement shall remain in full force and effect.

21. Headings. Headings used in this User Agreement are for convenience only. They do not constitute part of this User Agreement.