

NOTE

This Confidential Offering Memorandum (this “Offering Memorandum”) contains particulars of APEX GLOBAL FUND LP (the “Fund”), and specifically, the limited partnership units offered by the Fund (the “Units”) for the purpose of giving information to potential Limited Partners. This Offering Memorandum constitutes an offering of securities only in those jurisdictions and to those persons where and to whom they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities. No securities commission or similar regulatory authority has reviewed or in any way passed upon this document or the merits of the securities offered hereby and any representation to the contrary is an offence. This Offering Memorandum is for the confidential use of only those persons to whom it is transmitted in connection with this offering. By their acceptance of this Offering Memorandum, recipients agree that they will not transmit, reproduce or make available to anyone, other than their professional advisers, this Offering Memorandum or any information contained herein. No person has been authorized to give any information or to make any representation not contained in this Offering Memorandum. Any such information or representation which is given or received must not be relied upon.

This Offering Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized 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.

The Units have not been and will not be registered under the securities laws of any jurisdiction other than the Province of Ontario, Canada, nor will the issuance of the Units be qualified under the securities laws of any other state, province or territory. The Units may not be offered, sold or delivered, directly or indirectly, in the United States of America or to or for the benefit of a U.S. Citizen or Resident.

THE SECURITIES DESCRIBED IN THIS CONFIDENTIAL OFFERING MEMORANDUM HAVE NOT BEEN QUALIFIED FOR OFFER OR SALE TO THE PUBLIC UNDER THE SECURITIES LAWS OF ANY COUNTRY OR JURISDICTION OTHER THAN THE PROVINCE OF ONTARIO, CANADA.

NOT FOR USE OR DISTRIBUTION IN THE UNITED STATES OF AMERICA

CONFIDENTIAL OFFERING MEMORANDUM

EFFECTIVE AS OF APRIL ___, 2026

APEX GLOBAL FUND LP

ABOUT THE RISK

WHY IS RISK IMPORTANT?

You should consider risk carefully when investing in a Fund. You could put your money in investments that have very little risk (for example, certificates of deposit



issued by a bank), but these investments would typically have a lower return than a riskier investment. In other words, you should expect a higher return in exchange for accepting more risk.

WHAT IS MARKET RISK?

Market risk is the risk that factors affecting the securities markets generally will cause a possibly adverse change in the value of the securities owned by the Fund. The value of these securities may decline simply because of economic changes or other events that impact large portions of the market. Such factors include real or perceived unfavorable market conditions, increases in the rate of inflation, and changes in the general outlook for consumer spending or corporate earnings. This Fund is subject to this risk.

CONFIDENTIAL OFFERING MEMORANDUM

EFFECTIVE AS OF APRIL __, 2026

APEX GLOBAL FUND LP

The Fund:

APEX GLOBAL FUND LP (the “Fund”) is a limited partnership formed under the laws of the Province of Ontario, Canada, pursuant to the Limited Partnerships Act (Ontario). The registered and principal place of business of the Fund in Ontario is 150 King Street West, Suite 200, Toronto, Ontario, M5H 1J9, Canada. The Fund also maintains an office at Suite 5, Horsford’s Business Centre, Long Point Road, Charlestown, Nevis.

The affairs of the Fund are managed by APEX GLOBAL PARTNERS INC. (the “General Partner”) in accordance with the Limited Partnership Agreement of the Fund dated April __, 2026 (the “Partnership Agreement”).

Subscribers whose subscriptions have been accepted by the General Partner will become limited partners of the Fund (each, a “Limited Partner”). The capital of the Fund is divided into an unlimited number of units (each, a “Unit” or, collectively, the “Units”). Net profits and losses of the Fund will be allocated as set forth under the heading “Distributions and Allocation of Net Profit and Losses”.

Use of Proceeds:

The net proceeds from the sale of Units offered pursuant to this Offering Memorandum will be used by the Fund for investment purposes in accordance with the investment objective, strategy and restrictions of the Fund described herein.

Continuous Offering:

Units of the Fund are offered on a continuous basis in accordance with applicable securities legislation. Units may be subscribed for and purchased at a price per

Unit equal to the Net Asset Value per Unit as of the date of acceptance of the relevant Subscription Agreement by the General Partner.

This offering is made subject to the terms described in this Offering Memorandum. The Fund reserves the right to accept or reject any subscription in whole or in part. Subscribers for Units will be required to make certain representations and to grant a power of attorney to the General Partner for the purposes specified in the Subscription Agreement.

By executing a Subscription Agreement for Units, each subscriber acknowledges that the investment portfolio and trading procedures of the Fund are proprietary in nature and agrees that all information relating to such investment portfolio and trading procedures will be kept confidential and will not be disclosed to third parties (excluding the subscriber's professional advisors) without the written consent of the General Partner.

Units of the Fund are only being offered to Limited Partners pursuant to the exemptions from the prospectus requirements contained in applicable securities legislation.

Units:

The capital of the Fund is divided into an unlimited number of Units. Each Unit entitles the holder to the same rights and obligations as a holder of any other Unit, and no Limited Partner is entitled to any privilege, priority or preference in relation to any other Limited Partner. Title to Units is conclusively evidenced by the register of Limited Partners maintained by the General Partner. Units are redeemable on a quarterly basis on the last Business Day of each quarter in a Fiscal Year, subject to the Fund Conditions set out below.

Reporting:

Limited Partners will receive periodic statements of income or loss for the Fund, and such additional financial information as may be required from time to time under applicable legislation as detailed in the Partnership Agreement. The General Partner will deliver annual financial statements to each Limited Partner within 120 days after the end of each Fiscal Year.

**Investment
Objective:**

The investment objective of the Fund is to generate attractive risk-adjusted absolute returns while preserving capital through automated, AI-assisted trading strategies. There can be no assurance that the Fund's investment objective will be met.

**Investment
Strategy:**

The trading bots, developed in collaboration with AI experts, analyze financial markets in real time and execute automated trades, with the objective of minimizing risk and maximizing returns. The strategy encompasses:

Selection of stocks of companies with growth potential;
Trading in currency pairs (Forex);



Investment in stock market indices (stock, bond, and commodity indices); and
Application of a fundamental analysis approach combined with artificial intelligence (AI) technology.

Technology:

The automated trading system uses the following tools and methods:

Market sentiment analysis;
Pattern recognition;
Machine learning (automatic learning);
Volatility risk mitigation; and
Portfolio optimization.

Investment Style:

The Fund employs a hybrid approach combining fundamental and technical analysis. The trading bots analyze financial markets in real time to identify and execute investment opportunities. Fundamental analysis is used to identify attractive opportunities taking into consideration the economic outlook (top-down approach) and individual security valuations using traditional metrics — including “value” and “growth” criteria — as well as management quality and sector leadership (bottom-up approach). Technical analysis forms part of every investment decision.

**Investment
Advisor:**

The General Partner will serve as the investment advisor of the Fund, providing advisory services and managing the Fund’s day-to-day investment activities in accordance with the Fund’s investment objectives. The General Partner may make recommendations regarding modifications to the Fund’s investment objectives, policies and restrictions, and will provide such reports and information as are necessary for the management of the Fund.

The General Partner may, at its discretion, delegate its obligations and responsibilities to a third-party sub-advisor, provided that: (i) the sub-advisor has entered into a sub-advisory agreement with the Fund incorporating all relevant obligations and responsibilities; (ii) the sub-advisor holds and maintains in good standing all accreditations and registrations necessary to provide sub-advisory services in the applicable jurisdiction; and (iii) no additional fees beyond those set forth in the advisory agreement shall be payable by the General Partner as a result of retaining a sub-advisor.

**Brokerage and
Custodial
Services:**

The General Partner has appointed, or will appoint, one or more financial institutions as prime broker(s) to the Fund, as it deems appropriate in the interests of the Fund. The General Partner may terminate and replace the prime broker at any time where it determines that doing so is in the best interests of the Fund. Assets of the Fund will be invested solely in accordance with the Fund’s investment objectives and strategy.

**Investment
Restrictions:**

The assets of the Fund will be invested solely in accordance with the Fund's investment objectives and strategy described herein. The General Partner may, in its discretion, amend the investment restrictions of the Fund from time to time. The Fund may transact with related parties to the extent permitted by applicable law and the Partnership Agreement.

FUND CONDITIONS

The following conditions apply to all investments in the Fund, as set out in the Subscription Agreement and the Partnership Agreement:

Minimum Investment: The minimum capital contribution is USD 100.

Minimum Holding Period: The minimum fund holding period is three (3) months. Thereafter, a Limited Partner may withdraw without penalty by providing written notice of its intention to do so at least ten (10) Business Days prior to the end of the applicable three-month period. If a Limited Partner does not provide such notice, its participation in the Fund shall automatically renew for successive three-month periods.

Admission Timing: Any Limited Partner admitted more than 45 days after the commencement of a three-month period shall be required to remain invested for the remainder of that period and for the entirety of the following three-month period, and may withdraw thereafter without penalty.

Withdrawal Notice: In order to withdraw, a Limited Partner must provide written notice to the General Partner at least ten (10) Business Days prior to the end of the applicable three-month period.

Contract Duration: The Subscription Agreement shall remain in effect for as long as agreed between the General Partner and the Limited Partner, subject to the minimum investment period of three months and the renewal and withdrawal provisions described above.

Distributions:

Profits realized at the end of each three-month period shall be distributed on a 50/50 basis between the General Partner and the Limited Partners.

If, at the end of any three-month period, the Fund reflects a net loss, the General Partner shall not receive any profit distribution and shall use reasonable efforts to recover such loss. Distributions to Limited Partners shall resume only after the Fund has generated net profits sufficient to offset prior losses. The General Partner shall be entitled to its share of profits only after the Fund has returned to a net profitable position.

For the avoidance of doubt, no profits or returns are guaranteed at the end of any three-month period. Distributions will be made on a quarterly basis (four payments per year), provided the Fund has generated net profits in the relevant period.

RISK DISCLOSURE

Each Limited Partner acknowledges and agrees that an investment in the Fund involves a high degree of risk, including the possible loss of the entire amount invested. There are no guarantees as to the performance of the Fund, and past performance is not indicative of future results. Each Limited Partner understands that the value of the investment may fluctuate and that losses may occur, including a total loss of capital. By entering into the Subscription Agreement, each Limited Partner confirms that they are financially able to bear such risks and have been advised to consult with independent financial and legal advisors prior to investing.

Each Limited Partner further acknowledges that the Fund's investment activities may rely on technological systems, including automated processes, algorithmic models, and third-party infrastructure. The use of such systems involves inherent risks, including the possibility of errors, malfunctions, interruptions, or failures that may affect the execution, timing, or outcome of investment activities, and may result in losses, including partial or total loss of invested capital, without prior notice.

To the fullest extent permitted by applicable law, the General Partner shall not be liable for any losses or damages arising out of or in connection with the use or performance of such technological systems, provided that the General Partner has acted in good faith and without willful misconduct or gross negligence.

General Partner Compensation:

The General Partner's compensation consists solely of its 50% share of net profits distributed at the end of each profitable three-month period, as described under "Distributions and Allocation of Net Profit and Losses" above. The General Partner is also entitled to reimbursement of reasonable out-of-pocket expenses incurred in connection with the management and operation of the Fund, including fees payable to auditors, investment advisers, valuers and legal counsel, and ongoing regulatory filing fees, as set out in the Partnership Agreement. Except as set out above, the General Partner shall not be entitled to any remuneration in respect of the exercise of its powers or the performance of its duties under the Partnership Agreement.

Expenses of the Fund:

Expenses related to the maintenance of the Fund's structure and the Fund's operational and accounting expenses shall be borne by the Fund and shall be reflected in the Fund's Net Asset Value (NAV). Such expenses may include, without limitation, legal fees, audit and accounting fees, regulatory compliance costs, custody and administration services, banking charges, transaction expenses, and any other expenses reasonably related to the operation and administration of the Fund.

Expenses not directly related to the operation of the Fund, including but not limited to marketing, promotion or investor solicitation expenses, shall be borne by the General Partner and shall not be charged to the Fund nor reflected in the Fund's NAV.

**Resale
Restrictions:**

There is no formal market for the Units and none is expected to develop. This offering of Units is not qualified by way of prospectus, and consequently the resale of Units will be subject to restrictions under applicable securities legislation. A Limited Partner may not be able to re-sell its Units other than by way of redemption at the end of an applicable three-month period, subject to the Fund Conditions described above. Units may not be transferred without the prior written consent of the General Partner, which consent may be granted or withheld in the General Partner's sole discretion, in accordance with the terms of the Partnership Agreement.

**Non-Eligibility for
Investment by
Registered Plans:**

A Unit will not be a "qualified investment" under the Income Tax Act (Canada) for trusts governed by registered retirement savings plans, deferred profit sharing plans, registered retirement income funds or registered education savings plans.

**Tax
Considerations:**

Each prospective Limited Partner should consult his or her own tax advisor regarding the income tax consequences of the acquisition, holding and disposition of an interest in the Fund, based upon that Limited Partner's particular circumstances. The Fund is constituted as a limited partnership under the laws of the Province of Ontario, Canada, and its tax treatment will be governed primarily by Canadian tax law, including the Income Tax Act (Canada).

Auditor:

The General Partner will decide whether to appoint an auditor of the Fund. If appointed, the auditor will be selected by the General Partner on behalf of the Fund, and the annual financial statements of the Fund will be audited accordingly.

Fiscal Year:

The Fund's fiscal year ends on December 31st of each year.

RISK FACTORS

(For explanatory purposes only)

An investment in the Fund involves significant risk. There is a risk that an investment in the Fund will be lost entirely or in part. Prospective Limited Partners should consider, among others, the following risk factors before investing. The following list of risk factors does not purport to be a complete explanation of all the risks that may arise as a result of investing in the Fund.

Prospective Limited Partners should read the entire Offering Memorandum and consult with independent, qualified sources of investment and tax advice before determining whether to invest in the Fund.

(1) *Limited Operating History.* The Fund is newly established and has no operating or performance history as an investment entity.

(2) *Speculative Nature of Investment.* An investment in the Fund should be viewed as a speculative investment. It is not intended as a complete investment program and is designed only for investors who have adequate means of providing for their needs and contingencies without relying on distributions or withdrawals from the Fund, who are financially able to maintain their investment, and who can afford the loss of their entire investment.

(3) *Performance.* The Net Asset Value per Unit of the Fund will vary directly with the market value and return of the Fund's investment portfolio. There can be no assurance that the Fund will achieve its investment objectives or that an investment in Units will earn any positive return in the short or long term.

(4) *No Guaranteed Return.* There is no guarantee that an investment in Units will earn any positive return in the short or long term. An investor could lose its entire investment in the Fund.

(5) *Reliance on the General Partner.* The Fund will be dependent on the knowledge and expertise of the General Partner for administrative and investment management services. The loss of key personnel of the General Partner could adversely affect the performance of the Fund.

(6) *Automated and Algorithmic Trading Risks.* The Fund's investment activities rely significantly on automated trading systems and AI-based algorithms. These systems are subject to inherent risks including software errors, data feed failures, connectivity interruptions, model deficiencies, and unexpected market conditions that may not be captured by historical data. Such failures may result in significant losses, including partial or total loss of invested capital, and may occur without prior notice.

(7) *Technology Risk.* While all reasonable attempts have been made to ensure that proprietary and third-party software will function without error, it is impossible to guarantee that this will always be the case. System malfunctions, cyberattacks, or third-party infrastructure failures could adversely impact the Fund's trading activities.

(8) *Equity Securities.* To the extent that the Fund holds equity securities, their value will be influenced by stock market conditions in the jurisdictions where such

securities are listed for trading and by changes in the circumstances of the issuers whose securities are held by the Fund.

(9) *Currency Risk.* The Fund transacts in USD and may invest in securities denominated in other currencies. Changes in exchange rates may affect the Net Asset Value of the Fund.

(10) *Foreign Investment Risk.* The Fund may invest in non-Canadian or non-U.S. markets. Such investments may be affected by foreign economic conditions, less robust regulatory environments, reduced availability of financial information, lower trading volumes, potential withholding taxes, foreign investment restrictions, and political or social instability in the countries in which the Fund invests.

(11) *Use of Leverage.* The Fund may make use of leveraged investments. The use of leverage may increase risk in the event that securities purchased decline in value. There can be no assurance that leverage will enhance returns, and it may in fact reduce them.

(12) *Suspension of Trading.* Securities exchanges typically have the right to suspend or limit trading in any instrument traded on the exchange. A suspension of trading could render it impossible to liquidate certain positions and could thereby expose the Fund to losses.

(13) *Illiquidity.* There can be no assurance that the Fund will be able to dispose of its investments in a timely manner in order to honor requests to redeem Units. Units may only be redeemed on a quarterly basis, subject to the Fund Conditions.

(14) *Limited Ability to Liquidate Investment.* There is no formal market for the Units and none is expected to develop. Accordingly, investors may not be able to resell their Units other than by way of redemption. There are circumstances in which the Fund may suspend redemptions, including where liquidation of assets would not be in the best interests of all Limited Partners.

(15) *Possible Effect of Redemptions.* Substantial redemptions of Units could require the Fund to liquidate positions more rapidly than otherwise desirable, which could adversely affect the value of the Units redeemed and the Units remaining outstanding.

(16) *Effect of Termination.* The Fund may be wound up in accordance with the provisions of the Partnership Agreement. In the event of dissolution, the Fund will distribute to each Limited Partner their pro rata interest in the remaining assets of the Fund.

(17) Charges to the Fund. The Fund is obligated to pay brokerage commissions and legal, accounting, filing and other operational expenses regardless of whether the Fund realizes profits.

(18) Potential Indemnification Obligations. Under certain circumstances, the Fund may be subject to indemnification obligations in respect of the General Partner and related parties. Any indemnification paid by the Fund will reduce the Fund's Net Asset Value and, by extension, the value of the Units.

(19) Limited Partner Not Entitled to Participate in Management. Limited Partners will not be entitled to participate in the management or control of the Fund or its operations. The success or failure of the Fund will ultimately depend on the investment decisions of the General Partner.

(20) Lack of Independent Representation. The Fund and the General Partner have consulted with legal counsel regarding the formation and terms of the Fund and the offering of the Units. The Limited Partners have not been independently represented in that process. Each prospective Limited Partner should consult with their own legal, tax and financial advisors regarding the desirability of purchasing Units.

(21) Tax Risks. The Fund is not required to distribute its profits. If the Fund has taxable income for Canadian federal income tax purposes for a fiscal year, such income will be allocated to the Limited Partners in accordance with the Partnership Agreement, and each Limited Partner will be required to include its share of such income when computing taxable income for tax purposes, regardless of whether any distributions have been made.

(22) Changes in Applicable Law. Legal, tax and other regulatory changes may occur that could adversely affect the Fund and its Limited Partners.

(23) Potential Conflicts of Interest. The General Partner and its principals may also act in similar capacities in respect of other investment entities. In such event, they may have responsibilities for managing other assets at the same time as managing the Fund's portfolio, and the Fund may compete with such other entities for the same or similar investment positions.

The foregoing risk factors do not purport to be a complete explanation of all risks involved in purchasing Units. Potential Limited Partners should read this entire Offering Memorandum and consult with their legal and other professional advisors before determining to invest in Units.

Transfer of Units:

A Limited Partner may not sell, assign or otherwise transfer, pledge or encumber any Unit or any interest in the Fund without the prior written consent of the General Partner, which consent may be granted or withheld in the General

Partner's sole discretion, in accordance with the terms of the Partnership Agreement. Units are subject to restrictions on resale under applicable securities laws.

**Registration of
Units:**

Units will be issued in fully registered form. The General Partner, or such third party as may be appointed by the General Partner from time to time, will act as registrar and transfer agent.

**Material
Contracts:**

Material contracts entered into by the Fund or relating to the Fund upon its formation, other than contracts entered into in the ordinary course of business, are as follows: (1) the Limited Partnership Agreement; (2) Subscription Agreements with Limited Partners; and (3) third-party advisory and sub-advisory agreements (if any). Copies of such contracts may be inspected at the principal office of the Fund in Ontario during normal business hours.

**Financial
Information:**

At the date of this Offering Memorandum, no distributions have been declared or paid.

**Purchasers' Rights
of Action for
Rescission or
Damages:**

Securities laws provide certain purchasers of Units pursuant to this Offering Memorandum with rights of rescission or damages, or both, if this Offering Memorandum or any amendment thereto contains a misrepresentation. These rights must be exercised within the time limit prescribed by applicable securities laws. Purchasers should refer to the provisions of the applicable securities laws of their jurisdiction for the particulars of these rights or consult with a legal adviser.

For the purposes of this section, "misrepresentation" means: (a) an untrue statement of a material fact; or (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

**Rights for
Purchasers in
Ontario:**

Pursuant to Section 130.1 of the Securities Act (Ontario) (the "Ontario Act"), in the event that this Offering Memorandum or any amendment hereto contains a misrepresentation at the time of purchase of the Units, a purchaser resident in Ontario who purchases Units offered by this Offering Memorandum during the period of distribution will be deemed to have relied upon the misrepresentation and will, except as provided below, have a right of action against the Fund for damages or, while still the owner of the Units purchased, for rescission. The Fund will not be liable if it proves that the purchaser purchased the Units with knowledge of the misrepresentation, or that the purchaser was not residing in Ontario at the time of purchase. In the case of an action for damages, the Fund will not be liable for any portion of the damages that it proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied upon. In no case will the amount recoverable in any action exceed the price at which the Units were sold to the purchaser.

No action shall be commenced to enforce these statutory rights more than: (a) in an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action; or (b) in an action for damages, the earlier of 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action, or three years after the date the purchaser purchased the Units.

**Money
Laundering:**

The operations of the Fund, the General Partner and the Limited Partners, including their respective directors, officers and affiliates, are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and anti-money laundering laws of all applicable jurisdictions. None of the monies used in connection with the activities and investments of the Fund have been or will be derived from or related to any illegal activities, and none of the proceeds of the activities of the Fund will be used to finance any illegal activities.

None of the Fund, the General Partner, or the Limited Partners, nor their respective directors, officers or affiliates, is currently, or will become, the subject or target of any economic sanctions administered or enforced by any applicable governmental authority. In connection with the Fund, the General Partner will not: (i) take any action that could result in a violation of any applicable sanctions by any investor or affiliate; (ii) engage in any transaction or dealing involving the property of any sanctioned individual or entity; (iii) engage in any transaction with or involving any jurisdiction or government subject to comprehensive economic sanctions; or (iv) engage in any transaction or dealing involving goods, services or technology originating from or transshipped through any sanctioned jurisdiction.

**Governmental
Inquiries:**

Each of the General Partner and the Limited Partners agree to promptly notify the other parties in reasonable written detail about any governmental inquiry, notice or claim of which they have notice or knowledge and which arises out of this offering or which affects or could reasonably be expected to affect the activities of the Fund.

**Accuracy of
Representations:**

Each of the General Partner and the Limited Partners agree to give prompt written notice in the event that any representation set forth herein is no longer accurate or in the event of a breach of any warranty or agreement hereunder.

Schedule “A”
Copy of Limited Partnership Agreement

