

Roldfire Capital SPC

Acting as the operator of **Roldfire Private Investment Club SP**

www.RoldfirePrivateInvestmentClub.com

335 South Church Street, George Town

Grand Cayman KY1-1104

Cayman Islands

Investment Management Agreement (IMA)

Discretionary Management

By participating in Roldfire PIC, the investor acknowledges that all investment decisions are made at the full discretion of Roldfire Capital SPC and Roldfire PIC SP. This includes, but is not limited to:

Day-trading of traditional markets, derivatives, and crypto.

Allocations to internally and externally developed strategic projects and other potentially profitable investment opportunities, including, but not limited to, private and public equities..

External execution strategies using structured capital.

Liquidity management, risk balancing, and treasury operations.

External execution strategies may include the use trading operated by the management team.

These instruments are utilized as tactical overlays to enhance returns without risking PIC capital directly. This model is designed to improve capital efficiency and provide exposure to high-performance strategies while safeguarding investor assets.

Drawdown Reserve and External Day-Trading Execution.

Where the Manager facilitates access to external day-trading execution capacity, the Manager may maintain a dedicated Drawdown Reserve funded by retaining 20% of gross day-trading profits at the trading-account level prior to determining distributable profits. This allocation is a risk reserve (not a fee) and is intended to help ensure that investor capital is not exposed to day-trading drawdown risk. The Manager may contribute its own capital to maintain a target trading risk capital level (currently targeted at USD 100,000, subject to change), thereby maintaining aligned incentives (skin in the game).

General Investment Authority

Roldfire Capital SPC and Roldfire PIC SP retain full and unrestricted discretionary authority to allocate, deploy, manage, and divest capital across any investment opportunities, asset classes, instruments, markets, jurisdictions, or structures they deem appropriate in their sole and absolute discretion, in alignment with the overall objective of achieving favorable returns for the Roldfire Private Investment Club participants. This authority expressly includes the ability to engage in any legally permissible investment activities, whether or not specifically referenced elsewhere in this Agreement or related documentation.

The Manager may determine, at its sole discretion, the appropriate timing, sizing, structuring, and execution of such investments without the requirement for prior investor consultation or consent, provided that such activities remain consistent with the general purpose and objectives of the Roldfire Private Investment Club as described herein.

This document applies to all token holders and to all strategies linked to any tokens, unless explicitly superseded by a token-specific supplement or strategy paper.

Token-Specific Strategy Clarification

Unless otherwise specified in this IMA or PPM, all references to the investment strategy of Roldfire PIC are to be understood as general principles applicable to the Club's discretionary operations. However, in the event that an investor subscribes to a specific token issued by Roldfire PIC, such as \$MULTIOLD, \$ROLPDOM, or other, the investment strategy, risk parameters, capital protection mechanisms, and profit distribution structure applicable to that investment shall be governed solely by the framework explicitly associated with that token and its associated strategy. In case of any conflict between the general provisions of this document and the token-specific strategy, the latter shall prevail.

Management Fee Structure

Management fee: 2% per annum on total assets under management.

Performance fee: 20% of net profit, calculated and distributed monthly.

Early investor benefit: Reduced fees may be applied by discretion. Fee terms may be modified or superseded by the applicable Subscription Agreement and/or token, or series-specific documentation.

Performance Fee Calculation

The performance fee is charged exclusively at the time of actual distributions or redemptions made to the investor.

For periodic profit distributions generated from day-trading activities, the performance fee applies to the net trading profit being distributed in that specific period. The fee is calculated and deducted as a percentage of the distributed profit amount to investors, at the moment of distribution to investors.

For redemption or capital withdrawal requests based on Net Asset Value (NAV) per token, the performance fee is calculated by comparing the NAV per token at the time of redemption with the original subscription token price applicable to the investor's token series, or by comparing the NAV per token at the time of investment with the NAV per token at the time of redemption.. The fee is charged only on the portion of NAV per token growth exceeding the original subscription price (NAV per token) or the investment time price (NAV per token).

If no NAV per token growth has occurred relative to the original subscription price or the investment price, no performance fee is applied upon redemption. Unrealized NAV per token growth that is not redeemed remains free of performance fees until redemption or distribution occurs.

Each token series maintains its own subscription price reference point for the purposes of performance fee calculation.

The specific performance fee percentage is defined in the applicable subscription agreement or series-specific documentation.

Transparency & Reporting

Investors receive periodic updates on NAV and token-based value.

Full transparency on redemptions, burns, and treasury allocation.

Investors will be provided with reasonable transparency regarding day-trading performance attribution and, where applicable, disclosures regarding the Drawdown Reserve (including reserve funding and utilization). Where the Manager conducts \$ROLPIC purchases and lock-ups as described in the PPM, such activity will be publicly verifiable via on-chain records.

Term (Agreement Duration)

Agreement term: valid until December 31, 2026, beginning from the date of subscription.

All contractual terms, rights, and obligations remain in effect during this period.

Investors are free to request partial or full redemption of their position at any time after July 01, 2026. A request for full redemption shall be treated as termination of the agreement. Investments placed after March 31, 2026, may have a 90 days lock-up period.

If not renewed at least 7 days prior to expiry, automatic redemption will be initiated for full NAV share (including retained profit).

All investor funds are invested and/or securely held within/from the segregated portfolio of the PIC.

Investor funds may be initially received either by the Manager, Roldfire Capital SPC or by its parent company, the UK Ltd entity, acting on behalf of Roldfire PIC SP. All such funds will subsequently be allocated in accordance with the investment terms and applied to the segregated portfolio (Roldfire PIC SP) as appropriate.

In force from December 01, 2025