

## **Roldfire Capital SPC**

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

[www.RoldfirePrivateInvestmentClub.com](http://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 developed strategic projects.

External execution strategies using structured capital.

Liquidity management, risk balancing, and treasury operations.

External execution strategies may include the use of 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.

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This document applies to all token holders and to all strategies linked to any tokens, unless explicitly superseded by a token-specific supplement or strategy paper.

### **Multi-Series NAV Allocation Authority**

The Manager (Roldfire Capital SPC, acting as operator of Roldfire PIC SP) retains full discretionary authority to structure and allocate invested capital across multiple token series within the investment strategy selected by the investor.

Each token series may, at the Manager's discretion, either:

participate in a shared Net Asset Value (NAV) pool with other token series within the same strategy; or

be assigned to a separate, independently calculated NAV pool within the same segregated portfolio.

If a new NAV is implemented within an existing strategy, it shall be labeled and named accordingly, reflected in the Subscription Agreement with the investor, and thereafter tracked in the same manner as any previously existing NAV.

The determination of whether a token series participates in a shared or separate NAV structure shall be made at the time of issuance of such series, based on strategic, operational, or commercial considerations as determined solely by the Manager. Such designation shall not affect the rights, obligations, or fee structures applicable to any prior or subsequent token series, nor shall it require modification of existing agreements related to previously issued series.

Investors acknowledge and accept that their participation, valuation, and redemption rights will be calculated in accordance with the NAV structure applicable to their specific token series as designated at issuance.

The Manager may further issue series-specific supplements or strategy papers, which shall define the applicable subscription price, performance fee reference points, and NAV methodology for each token series.

### **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 \$ROLPIC1 or \$ROLPICDOM — 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.

### **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. The fee is charged only on the portion of NAV per token growth exceeding the original subscription price.

If no NAV per token growth has occurred relative to the original subscription 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.

### **Term (Agreement Duration)**

Agreement term: valid until May 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 September 15, 2025. A request for full redemption shall be treated as termination of the agreement.

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 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.

